

A Documentary History of American Industrial Society

Volume IV
Supplement

A Documentary History of American Industrial Society

Edited by John R. Commons
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With preface by Richard T. Ely
and introduction by John B. Clark

Volume IV—Supplement
Labor Conspiracy Cases



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LABOR CONSPIRACY CASES

1806-1842

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Volume II—Supplement

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* See volume iv, page 313.

PREFACE

On account of limits of space the two cases herewith published were omitted from volume iv of the series. They are accordingly printed in this supplementary volume and furnished to those who have subscribed to the series, in conformity to our promise that the *Documentary History of American Industrial Society* should include all of the extant Labor Conspiracy Cases not otherwise available in public or college libraries.

JOHN R. COMMONS—EUGENE A GILMORE
January, 1910.

XI. THOMPSONVILLE CARPET WEAVERS, 1834-1836

1 THOMPSONVILLE CARPET MANUFACTURING COMPANY, *vs.* WILLIAM TAYLOR, EDWARD GORMAN, AND THOMAS NORTON

2. WM TAYLOR *v.* THE THOMPSONVILLE MANU- FACTURING COMPANY

These cases grew out of the same labor dispute. This action was begun July 31, 1834. The first trial, which occurred in August, 1834, resulted in a verdict for defendants. Plaintiff appealed to the Superior Court where a second trial, held in September, 1834, resulted in a disagreement of the jury. The case was continued until January, 1836, when the trial reported here was had, resulting in a verdict for the defendants.

The case of Taylor *v.* Thompsonville Carpet Mfg Co grew out of Thompsonville Carpet Mfg. Co *v.* Taylor, *et al*, and was brought in October, 1834. The plaintiff alleges that the action by the Thompsonville Carpet Manufacturing Company against him and others was groundless and was brought to secure the arrest and imprisonment of the plaintiff, thereby intimidating him and compelling him to continue to work for the Company. The plaintiff states that on account of the unjust and excessive damages claimed in that action he was unable to procure bail and was imprisoned for twenty days. At the time of this case a defendant in a civil action who possessed no property subject to attachment could be arrested on the original writ. The Thompsonville Company demurred to the plaintiff's writ and declaration. The demurrer was overruled, after argument, at the November term, 1834. Defendant appealed to the Superior Court. The case was continued from time to time until February 11, 1837 when it was, others like it against the same company, withdrawn.

[Title page] REPORT of the case of the THOMPSONVILLE CARPET MANUFACTURING COMPANY *versus* WILLIAM TAYLOR, EDWARD GORMAN, & THOMAS NORTON, Charged with a Conspiracy for being Concerned in a Strike for Higher Wages Tried before the Hon Superior Court for Hartford County, Ct. (Chief Justice Williams presiding,) at the January Term, A D 1836 In which the Jury returned a Verdict of not Guilty This case occupied the court a whole week, upwards of seventy witnesses were examined, &c Hartford Printed by John B Eldredge 1836

REPORT, &c.

Thompsonville Carpet Manufacturing Company *vs* William Taylor, Edward Gorman and Thomas Norton.

This was an action on the case brought by this Company against the defendants for an alleged conspiracy to stop the Plaintiffs' works, by combining with about sixty other Ingrain Carpet Weavers in the employment of the plaintiffs to raise their wages The case excited much interest and came on for trial before the Hon Superior Court for Hartford County, (Chief Justice Williams presiding) at the January Term, A D 1836

The Jury empannelled consisted of the following gentlemen, viz.—William Alford, of Windsor; Henry Halsey, of Windsor; William Boardman, of Weathersfield; Wyllys Bradley, of Southington; Cornelius B Andrews, of Southington; Samuel Norris, of Suffield; Roland Taylor, of Suffield; Daniel Easton, of East Hartford, Samuel Arnold, of East Hartford; Samuel Kennedy, of East Hartford; Abijah Flagg of Berlin; George Francis, of Berlin

To the SHERIFF OF HARTFORD COUNTY, his Deputy, or any Constable of the Town of Simsbury within said County, Greeting

By authority of the State of Connecticut you are commanded to summon William Taylor, Edward Gorman, Wallace Baylie, and Thomas Norton of Simsbury in said County, to appear before the County Court to be holden at Hartford, within and for Hartford County, on the 2d Tuesday of August, A D 1834, then and there to answer unto the Thompsonville Carpet Manufacturing Co an incorporated Company having its Manufacturing establishment and office of business at Enfield, in said County, in a plea of the case, whereupon the Plaintiffs declare and say, that they are an incorporated Company, incorporated by the name aforesaid by the laws of this State, with power to sue and be sued, to hold the real and personal estate, hereinafter mentioned, and to carry on the business of manufacturing Carpets as hereinafter mentioned, and with the usual powers of corporation created for manufacturing purposes; that on the 24th day of July 1833, at said Enfield the Plaintiffs owned and possessed at a place called Thompsonville in said Enfield, land [4] and buildings, and privileges of water of great value, to wit, seventy-five thousand dollars, which the plaintiffs used and occupied for the purpose of manufacturing Carpets, and also a great amount of machinery, implements of various kinds, and other personal estate of great value, to wit, forty thousand dollars, used by the Plaintiffs for the same purpose, and had there and elsewhere a great amount of wool, yarn, and other stock of great value, to wit, of the value of one hundred thousand dollars, which they had for the sole and only purpose of manufacturing the same into

Carpets, and had then in their employ a great number, to wit, one hundred persons, employed in the various processes of their said business of manufacturing Carpets, and among others sixty Ingrain Carpet Weavers and more, and had then many contracts of great value before that time entered into by them for the delivery of Carpets then soon to be performed, and were prosecuting their said business successfully and profitably to the amount of one hundred and fifty thousand dollars per annum, all which was then and there well known to the Defendants. And the Defendants well knowing the premises, and intending, and contriving to injure the Plaintiffs, then and there unlawfully, wantonly, wickedly, and maliciously, did conspire, combine, confederate, and agree together to hinder, interrupt, and stop the Plaintiffs' said business, and deprive the Plaintiffs of the profits thereof, and subject them to the inconvenience, embarrassments and losses occasioned by its interruption, and then and there in pursuance of said unlawful, wicked, and malicious conspiracy, combination, confederacy, and agreement between them the Defendants as aforesaid had, did at said Enfield on said 24th day of July 1833, being themselves weavers in the Plaintiffs' employ, unlawfully abandon the Plaintiffs' employ, and falsely and deceitfully persuade and induce all the said Ingrain Carpet Weavers in the Plaintiffs' employ, to abandon and quit the Plaintiffs' employ and to refuse to work, and wrongfully and injuriously by threats and falsehood induce a great number of Ingrain Carpet Weavers, to wit, seventy, employed by the Plaintiffs in their said business to abandon the same, and did wilfully, maliciously, and injuriously intimidate, dissuade, hinder, and prevent other Carpet Weavers from engaging in the Plaintiffs'

said business, although then and there ready and willing so to do; by reason of which unlawful, wicked, and malicious conspiracy, combination, confederacy and agreement between the Defendants aforesaid, and their said unlawful, injurious, wilful and malicious acts and doings aforesaid in pursuance thereof, the Plaintiffs' said business has been hindered, obstructed, and entirely stopped, and they the Plaintiffs entirely deprived of all the profit and advantage thereof, and all use of their said real and personal estate employed therein, and of the labor and services of their said workmen, and their arrangements broken up for a long time, to wit, from said 24th day of July 1833, to the 27th day of August 1833, and they have been subjected to great loss and damage

Also for that the Plaintiffs on the 24th day of July AD 1833, at said Enfield were an incorporated Company as aforesaid, with the [5] powers aforesaid, and had other personal and real estate at Thompsonville in said Enfield of great value, to wit, two hundred and fifty thousand dollars, and had a great number, to wit, 100 persons in their employment, which said estate last aforesaid was used, and said workmen employed exclusively in the manufacturing of Carpets, and the Plaintiffs were carrying on their said business of manufacturing Carpets successfully and profitably to a great amount annually, to wit, one hundred and fifty thousand dollars, and were acquiring great gain thereby, all which was then and there well known to the Defendants, but the Defendants well knowing the same, and wrongfully contriving to injure the Plaintiffs in their said business, then and there at another and different time, unlawfully, wickedly, and maliciously did conspire, combine, confederate and

agree together to induce a great number of the Plaintiffs' workmen last aforesaid, to wit, sixty-three Ingrain Carpet Weavers to quit the Plaintiffs' employment, and thereby hinder and interrupt the Plaintiffs' said business, and then and there in pursuance of said conspiracy, combination, confederacy, and agreement between the Defendants as last aforesaid, did, at said Enfield on the 24th day of July 1833, being themselves Ingrain Carpet Weavers in the Plaintiffs' employment, cause and procure the said workmen of the Plaintiffs, to wit, the sixty-three Ingrain Carpet Weavers, unlawfully to assemble and meet together, and being so assembled and met together, unjustly and corruptly to agree, and pledge themselves to each other, and did induce the Plaintiffs' workmen last aforesaid to abandon and quit the Plaintiffs' employment, and to refuse to return to their work in the Plaintiffs' said business, and by threats and falsehood did hinder and prevent other workmen from entering into the Plaintiffs' service in the Plaintiffs' said business; by reason of which said conspiracy, confederacy, combination and agreement between the Defendants as last aforesaid in pursuance and execution thereof, the Plaintiffs have lost the services of their said workmen last aforesaid, their said business has been wholly interrupted, and they have lost all profit and advantage thereof, and of their estate real and personal last aforesaid employed therein for a long time, to wit, from the 24th day of July 1833, to the 27th of August 1833, and have been subjected to great losses and damage

Also for that afterwards, to wit, on the 24th day of July 1833, at said Enfield, the Plaintiffs being an incorporated Company with the powers aforesaid, established at said Enfield as aforesaid, had other real

and personal estate at said Thompsonville of great value, to wit, of the value of 215,000 dollars, used by the Plaintiffs for the manufacturing of Carpets, and had a great number of persons, to wit, 100 persons employed by the Plaintiffs in said business, and were then and there prosecuting said business extensively and profitably to a great amount and value, to wit, 150,000 dollars annually, and acquiring great gains thereby, all of which was then and there well known to the Defendants, and the Defendants well knowing the same and wrongfully contriving and devising to injure the Plaintiffs [6] in their said business, and unjustly to extort from the Plaintiffs great sums of money for their, the Defendants' labor and hire in their, the Defendants' art, mystery, and manual occupation of weavers, did at another and different time, to wit, at said Enfield on the 24th day of July 1833, together with a great number of other weavers in the Plaintiffs' employ, to wit, sixty and more unlawfully assemble and meet together, and being so met did then and there corruptly and unjustly conspire, confederate, and agree among themselves, that none of them would work thereafter at the usual and accustomed rates and prices, at which they and others had been wont and accustomed to work, and to exact and demand from the Plaintiffs the following prices, to wit, for plain grounds 15 cents per yard, for fines 11 cents per yard, for stripes above two shuttles and double whites 15½ cents per yard, for double shot abouts 16½ cents per yard, and for the three plies 30 cents per yard, and did then and there conspire, confederate, and agree that none of them would return to the Plaintiffs' employ unless the Plaintiffs would agree to pay the prices aforesaid, being more than the usual and accustomed prices, and did wrongfully and

unlawfully conspire, confederate and agree together to hinder and prevent all others from entering or continuing in the Plaintiffs' employment in said business, and entirely to hinder and stop the Plaintiffs' said business; and in pursuance of said conspiracy, confederacy, and agreement last aforesaid, the Defendants at said Enfield on said 24th day of July 1833, and thence until the 27th day of August 1833, together with their said other confederates, did remain and continue at said Enfield united and combined in their said conspiracy, did refuse to return to their said work for the Plaintiffs, did hinder and prevent all other workmen from entering into the Plaintiffs' employ in said business, did by threats and intimidation, by persuasion and falsehood hinder and prevent from returning to their said work all of the Plaintiffs' said workmen, who were willing and desirous to do so, and did wantonly, injuriously and unlawfully hinder, obstruct, and interrupt the Plaintiffs' said business for a long time, to wit, from the 24th day of July 1833, to the 27th day of August 1833, by reason of which unlawful, wicked, and malicious conspiracy, confederacy, and agreement of the Defendants last aforesaid, and the wrongful and injurious acts and doings of the Defendants in pursuance thereof, the Plaintiffs lost all benefit of their said real and personal estate last aforesaid, and of the labor of said workmen, and lost the profits of their said business, from the 24th day of July 1833 for a long time, to wit, five weeks, and were subjected to great losses

All which is to the damage of the Plaintiffs fifteen thousand dollars, which to recover with first costs this suit is brought. Hereof fail not to make due service

and return Dated at Suffield this 31st day of July
AD 1834 WILLIAM GAY, Justice of the Peace

Defendants pleaded not guilty

[7] After the respective claims of the contending parties were stated by their Counsel, the Plaintiffs proceeded to introduce their testimony. The first witness examined was the Agent of the Company, who testified in substance as follows

HENRY THOMPSON In the month of July 1833, a committee waited upon me and informed me that the weavers had held a meeting relative to the complaints of one of their number by the name of Keys. The cause of complaint was my refusal to pay Keys when requested I attended the meeting by request of the committee, and assigned the reason for the refusal, which was that Keys had not given the usual notice of his intention to leave the Plaintiffs' employment. Some of the weavers present claimed that I had before given permission to any one to leave when they chose, to which I replied that I remembered no such thing. I then offered to pay Keys, remarking that any one who should choose to leave afterwards would be required to give notice I told them the company would soon meet and rules would be made and put up in the shops. A part of the men only understood that they might leave without notice I turned to leave the meeting, when William Taylor remarked that perhaps the men would not suffer the rules to be put up. Some of the weavers then said that the company had introduced some new fancy fabrics which were more difficult to weave, among which was that called the Double Shot abouts, and that the price on those fabrics ought to be raised I replied that the company would meet on

the 23d of July, and they must address a petition to them, as I had no power to raise the prices. On the day when the company met the weavers presented their petition. (This petition was here read and a copy may be found in a note marked A.) They were told they should receive an answer on the next day. The answer was accordingly furnished. (The answer was here read and may be found in the note marked B.) In about an hour after the answer was forwarded to the weavers, which I believe was on Thursday the 24th of July, the company received some resolutions which the weavers had adopted and forwarded to the company. (The resolutions were here read and will be found appended marked C.) The committee who brought the resolutions inquired what the company had to say to the resolutions, and were informed they had nothing to say. It was then thought best to shut up the shops. The weavers were then all in one shop and the other five were empty. I met Mr. Reynolds, the Foreman, and directed him to see all the shops shut. He informed them of the directions given, and they left the shop where they were assembled and held a meeting in Mrs. Metcalf's lot. Another committee came in about an hour or two, and requested their pay for what they had worked. The company refused to pay any one unless he would weave out his piece. Nothing more was done that day. On the next day, at the request of the company, I called the men together and read some rules which were proposed by the company. (The rules were here read and [8] are published in the note marked D.) The weavers assembled as requested, and after hearing the rules read, repaired to the field where they had held a former meeting. Next day the company handed me another paper to be read to them.

I delivered it to John Adams and George Black, whom the weavers had appointed their President and Secretary (The paper which proposed an equalization of prices was read and is attached and marked E) Adams thought that with a slight alteration it might do On the next day Adams handed back the paper to me, and said the men would not agree to the proposition I told Adams and Black they had better go into the shops, and if they did not we should fill up the shops with other men Adams said he was severely reprimanded by the men for saying what he did to me, and that they told him he had no business to make any offer without their direction On Saturday following Alonzo Terry, one of the weavers, told me they had written to all the Factories in the United States to prevent weavers coming to Thompsonville The weavers continued at Thompsonville, but I had little conversation with them Toward the last of the next week I saw John Reynolds and Thomas Little - asked them to go back to work but they refused I did induce one Wilbraham to go back on one day, but he left the shop the next Another man by the name of More was brought there from Hartford about a fortnight after the strike, as it is called, who said he would go into the shop, but did not I tried to induce the weavers to leave the place which they refused to do, but can name no one I had a conversation with one Green, a weaver He said they had broke Factories in the old country and could break this I went to Hartford to consult counsel, and by their advice three of the weavers were arrested and taken to prison When they went off there was considerable cheering and huzzaing among the men A second suit was brought, upon which John Adams was arrested He

was taken a few miles toward the prison and then agreed to return to work if he could be discharged from arrest, and he was therefore discharged. Adams returned to work and Little also. The old weavers continued about the village, and such new weavers as were procured were disheartened by the treatment which they received from them. They were frequently taunted and called Skunks.

On Sunday afternoon about the 27th of August, eleven men came from New York and stopped by direction, about a mile and a half below the village at Smith's tavern. They had been employed by the company to come to Thompsonville, and enter into the employment of the company as weavers. I went down to see them on that evening. On my return to the village I met a number of old weavers going in the direction of Smith's. I returned to Smith's and saw a number of them there. I warned them to a meeting at the office on the next morning. Next day I brought the eleven new weavers from Smith's to the village, and drove up to Scrimgeour's tavern. They went in and were immediately followed by the old weavers, so that the room was full. The old weavers asked the [9] new ones if they had come to take the bread out of their children's mouths. There was considerable conversation between the old weavers and myself on this occasion, and some harsh language. Conversed with McDowell and two or three old weavers in all at this time. About 9 o'clock in the morning, the eleven new weavers went into the shops. At about 11 a.m. three of the old weavers called upon me to know if I would receive a committee, to which I consented. Alexander and McGill came as a committee, and inquired if we would pay them now the same prices

which we paid when they struck for higher wages I replied we would pay them the same we paid the new weavers. They went away and held a meeting, then returned and asked if those in jail might return upon the same terms, and no examples be made of any, to which I consented. It was understood that those in prison might return to work on these terms, or remain there and try their case. In the evening Simpson, (one of the old weavers) came to see me, and I wrote to Mr Toucey one of our counsel, that if the men in prison wished it he might liberate them, which he accordingly did.

On the day after Adams returned to work, we induced Crawford to go in also. He and Little were both ill treated and insulted by the old weavers, and both soon went away. On the afternoon of the 27th of August, and after some had agreed to go back, I was informed that there was a disturbance in one of the shops. I went there and found three men about Crawford's loom. They said nothing after I went in, and I commanded them to leave the shop, informing them I had agreed no man should be insulted. It was a common thing for the old weavers to call the new ones Skunks, and I have heard them call Adams so. During the strike I believe I employed some of the old weavers to labor for me in the field.

Cross Examined The committee inquired of me if I would pay up to the reed, or for the labor which had been performed, and I refused to do it. The usual method adopted is this—the workman presents his piece when finished, to the Foreman for examination, if it is passed he gives a ticket which is presented to the Secretary, and he gives a check upon me for the money. Do not remember that any one whose piece

was out, called upon me for payment. Believe I did say to some one that he might sue for his pay. Those who had pieces out, had also unfinished pieces in the loom, and if abandoned and finished by another, the damage might be greater than the debt. Do not remember that the company formally voted not to pay, but it was generally understood that no payment was to be made. I do not recollect that any one called with a check and was refused, nor do I remember that any one offered to go away if I would pay him. It was never the practice to pay until the piece was finished. George Simpson had a piece in the loom when he called for his pay. If any man left a piece before it was finished he procured a satisfactory guaranty that the piece should be well finished before we paid him. A man by the name of McMoore came to the village and agreed to take a loom on the following day. Saw him [10] with the old weavers, he got intoxicated and went away without commencing work at all.

Mr. Gorman, one of the defendants, worked for the company after he was discharged from prison, I think in sorting wool, and Mr. Norton I believe also spoke of taking a loom. The men with whom I conversed at Scrimgeour's when the new weavers came, were McDowell and Elder. The conversation lasted about fifteen minutes. They said it was deceiving the men who had just come, and McDowell claimed the right to talk with and undeceive them. There were several present, but I cannot recollect any other names, and do not know but they boarded there. The average length of pieces was ninety yards, and the pay day was on Saturday, once in two weeks. The shops of the company are within thirty or forty rods of Connecticut River, and several of the weavers who had families

lived near the river I do not know that the defendants did any thing Did not see them do any thing amiss The defendants were carried to jail on the 10th of August (The witness is here shown a paper dated November 24th 1829, containing a list of prices which he identifies - A copy is subjoined marked F) All but the Venetian weavers stopped work. All branches of the Ingrain business was stopped Warpors, winders, among whom were about fifteen girls were all out of employment, and the Foreman of the Factory The number of Ingrain looms which were stopped was about sixty There was no variation of prices from January 1830, to July 1833 When the Thompsonville company first commenced operations, they contracted with a number of men in Scotland to come to this country as weavers, five or six only of whom were at work at the Factory at the time of the turn-out They were to be paid at the usual prices paid in this country At first those prices were not known to the company, and they were paid more than the usual prices on some fabrics, and less on others, but in 1830 the prices were equalized. Double Whites and Half doubles were introduced in 1830 We paid premiums if a piece was finished in a given time, and inflicted fines if the work was not finished by a certain period Witness says he has not been active in the preparation of this suit

JOHN ADAMS Upon the 6th of July 1833, I was requested to call the shop together of which I was President Mr Taylor thought the opinion of the shop ought to be taken in relation to a grievance of which one of the workmen complained One Boyle had complained that he had finished his piece within the time and could get no premium William Keys

also complained to me on the same day that he could not get a ticket, and that he had been much hindered in his work by poor filling. I called a meeting at 4 o'clock on Saturday and sent to Mr Thompson. The reason of the refusal to pay Keys was that he had not complied with the rule requiring a webbs notice of his intention to leave the employment of the company. It was always understood at Thompsonville, and all other [11] Factories, that a webbs notice was to be given by the employer or employed, if the one intended to discharge a workman, or he intended to leave. There is a great danger that if two workmen, even good workmen, are employed upon the same piece, that the figure will not match, and that the piece will be thus destroyed. At the meeting on Saturday before mentioned Mr Henry Thompson attended and consented to pay Keys, and that he might go away, but said he wished it distinctly understood that a webbs notice would be required thereafter. Mr Boyle's complaint about not receiving the premium was also considered at this meeting, and Mr Thompson said the premiums should be given up, and upon being inquired of if fines were to be given up also, he answered yes. Before the agent Mr T left the meeting, he was requested to raise the prices upon some difficult fabrics, to which he replied that he would refer them to the company who would soon meet. A committee of six were appointed to draw a petition, which was presented to the company at their next meeting. An answer was returned by the company on the following day. A meeting was then called in the High Shop and the answer was read and was unsatisfactory. And the question was then put, "shall we make a stand or not?" It was determined to ask for an increase of wages on all kinds of fabrics,

and the terms were agreed upon. The three ply weavers had never before made any complaint. We concluded to ascertain the views of those present by a personal vote, and each individual was asked "stand or not." Seventy said "stand," and but one made any objection, and he a slight one. Resolutions were then adopted and a committee of which John Elder was one, was appointed to present them to the company. The meeting remained organized until the committee returned with a report that the company were not prepared to make any other alterations. Toward evening the Foreman (Mr. Ronald) came to the shop where we had assembled, and told us he was directed by Mr. Thompson to require us to leave the shop. I requested that we might be permitted to remain thirty minutes to finish our business, but he refused, saying he was ordered to shut the shops. We left the shop and went into Mrs. Metcalf's lot, where I was chosen President, and George Black Secretary. A committee of management consisting of nine was also appointed. The committee was composed of the President and Secretary, with William Liddle, James Alexander, William Taylor, John Connor, John Flood, Samuel Sturgeon and Henry White. A tax of six cents was laid to pay postages. We were then instructed to repair to some convenient place, and not to separate until we had written to all the principal Carpet Manufactories in the United States. We did so, and a letter was written which was approved. It was then determined that each of the committee should make a copy & address it to some individual in some other Factory with whom he was acquainted. One read from the letter first written and the committee wrote. I wrote to James Wells, West Farms, N. Y., George Black wrote to

Alexander Winkie, at New Haven, James Alexander to [12] Hugh Torrence, Baltimore, William Taylor to Robert Young, Lowell, Mass John Conner to William Gibbs, Tariffville, Samuel Sturgeon to Robert Wilson, New Jersey, Henry White to John Park, Rochester, N Y, John Flood to his brother, at Saxonville, Mass There were eleven letters in all written Liddle did not write but read the first letter while others wrote Two were written on the following day It was thought advisable to write to Mr Miller of New York, who keeps the Blue Bonnet Tavern, and request him to give information to Charles Cunningham of the Rob Roy House in that city, that they might give notice to weavers of the strike The letter to Miller differed from the rest in the request that he would give information to Cunningham It was proposed that the letters written should be lodged in the Post Office at Suffield, and I delivered them to Samuel Sturgeon for that purpose, and gave him the money to pay the postage Nothing more was done that evening

On the next day Mr Thompson requested me to call the men together in the yard at 2 o'clock p m which I did They assembled and Mr Thompson read a paper (It will be found in note marked D) We went into the field and upon consultation refused to accede On the morning following which was Saturday, at about 6 o'clock, Mr. T handed me another paper, to which we were required to agree by Monday or to go in afterwards, if at all, at reduced prices It was determined to call a meeting that forenoon I saw Thompson before the meeting and suggested some alterations, which I informed him I believed would render the proposition acceptable. Mr Thompson would not agree to any alterations A meet-

ing was held on that day in the field. The resolutions were again publicly read, and I explained what I had said to Mr Thompson. Several present, among whom was Richard McDowell and James Taylor, reprimanded me severely, and said among other things that I was their servant and not their director. The question was then taken shall we accept the offer or stand permanently. The question was taken by personal vote, each being asked individually, and they unanimously said stand. I was then requested to invite those who belonged to the support society to remain after the meeting was dissolved. The meeting was then dismissed. In the Society's meeting it was proposed to dissolve that Society which had been in existence for several years, and draw the money from the Saving's Bank and divide it amongst the members. The proposition was agreed to. George Simpson and William Taylor were in favor of this measure. On Thursday following, one week from the day of the strike, a meeting was holden on the River bank, and the money divided & two letters read from Tariffville, approving of our conduct. Early next week a committee meeting was held at William Taylor's room, at which about six of the committee were present. The object was, to provide funds for the support of those who had families and others in need. William Liddle, William Taylor and Henry White offered to furnish \$5 each, and Black offered to lend \$5 more, if needed, and act as Treasurer. The money was to be loaned and [13] returned afterwards if the person borrowing had ability, and was to be apportioned among the needy as follows. To a family of more than two children \$3 00—of two children \$2 50—and single persons \$2 00 per week. On the 10th day of

the strike there was a meeting held in Smith's lot. The committee reported their views to the meeting, which were approved. The committee were then authorized to contract for \$60 in any manner for the support of the indigent. At this meeting James Taylor, Thomas Green and James Law were added to the committee. On my way home from the meeting, I met James Borland who handed me a letter from Tariffville which contained \$54.00. The letter was addressed to me. Mr. Law soon came down and I delivered the money to him, and informed him he had been elected Treasurer, and that the money must not be paid out without my order.

On Monday after the strike the committee met and prepared an article for the *Old Countryman*, a paper published in New York. We soon began to receive letters of approval and promises of money to aid us. The first letters which we received did not contain money. We wrote them a second time informing them that we were still standing out, and intimating that we might have need of aid. About two hundred dollars were received during the first three weeks. During the third week Mr. Thompson asked us what we intended to do, whether we should go back and work or remain as we were. I told him our wages had been reduced & we wanted them increased. He said we should be ruined if we persisted. He then requested me to call six of the men to the office whom he named, and they came. Charles McGill, one of the six, told him he might make him work in the shop with those who worked at an under price, but he could not make him associate with them. Wm. Dixon, Esq. was present at this meeting and proposed to meet six of the men at the office in the afternoon, and read them

the laws of the country about turn-outs. It was with difficulty that I could procure six to attend, and they were young men. Mr Dixon read the law about turn-outs, but the men went away as much dissatisfied as ever. Mr Thompson told us they should bring men from New York and fill the looms if we did not go back. George Simpson said they might put hell on the looms if they wished, they had ruined other Factories, and could ruin them, and send their Factory down the river.

At a general meeting on Saturday a resolution was passed, or an agreement made that each one should be as active as possible in preventing weavers from coming there, and if any did come to notify them of the strike before Mr Thompson knew it. One James Latty came there from Scotland. I asked him if he had any knowledge of the turn-out. He said after he had been requested to come, he had been informed of it at the Blue Bonnet tavern in New York. We informed him of the facts, and he said he would do us no harm—offered to furnish him money if he needed it. Charles Stewart, William Taylor and David Gibson were present at the conversation. [14] Latty went that evening by our advice to David Gibson's and I did not see him again. Latty came up in the Boat, and some few always attended upon the Boat on its arrival.

A weaver by the name of Clayton came there also, and William Taylor told me he gave him a dollar, and sent him to the Shakers to seek for work. Taylor said he (Clayton) was out of money, and he gave him the dollar to bear expenses. He wished the money refunded. Law, Sturgeon, and Liddle were present.

On Saturday the 15th of August, the defendants were arrested on the first suit. It was agreed among the

weavers that one or two should go and see them each day, to see that they were supplied with every thing necessary, to consult with counsel and if possible to procure bail Mr Martin the Clerk told me that the company were determined to fill up the works, and that I had better go in The company threatened to arrest me and did so, and on my way to prison I gave up and consented if I could be discharged and protected, to return to work I signed a paper and was discharged accordingly and again went to my loom Some young men had already gone in when I returned, which was on Monday the 19th of August From the time I went in, the old weavers hissed and spit at me and shouted at me as I passed and called me skunk John Hanson spit at me from the Tavern window They would stand about in clusters and insult me daily—called me a traitor and a Monteith Some one in a house said it would be well to throw a pail of water on me, but I can't say whether it was a man or a woman On Saturday of that week the Foreman of the Norwich Factory came there, and I took a letter from him. On Monday following several came to the loom where I worked, three or four at a time James Buckridge, one of the weavers engaged in the strike said, "can this be the same John Adams that wrought here a few months ago?" John Lamont said, look at him again and you will find that it is the same man They called me a traitor, &c One said to Thomas Little, I thought you knew better about strikes, & had been in the Aberdeen strike Others shouted and hissed at me that afternoon I went to Mr. Thompson's office but did not find him, and the men came again and insulted me Next morning I went into the shop but went away that day—went by the way of New Haven

At one of the meetings spoken of, I think it was said, if any one went back he would be put on the black catalogue. The defendants were all present at the first meeting, but do not know that they were at every other. No new fabrics were introduced before the strike – no fabric is new which does not require an alteration of the reed. In the resolutions adopted at the strike, we claimed $\frac{1}{2}$ a cent more on the whole per yard than we claimed in our petition. The object of the three ply weavers in joining us was to help us as I supposed, as they had not complained. Don't know that double shot abouts had been woven in this country until introduced at Thompsonville.

Cross Examined We sent a deputation to Mr Thompson from [15] the field to inform him if he would pay us up we would go away. There was no vote of the meeting instructing the committee what to write. It was left to the discretion of the committee, what the letter should be – each letter was signed by the President and Secretary. The first meeting adjourned at half past 6 o'clock, and did not come together again that evening. At a meeting held on the third day, it was proposed to station men at Warehouse Point, to inform any weavers who were coming that way of our difficulties, but the proposition was voted down. It was voted however to attend upon the Boat on its arrival at Thompsonville, and to be generally vigilant. During the strike I worked with three or four more for Mr Thompson in the field. James Anderson made patterns during the strike – Callaghan might also have been employed but I cannot say positively.

At the different general meetings, the committee reported what had been done, and the meetings ap-

proved On Saturday after the proposition was made by the company it was said in the meeting if any man wished to accept he could do so then, and they all voted not to accept but to stand I have had no agency in the preparation of this case I wrote to Robert Wilson in New Jersey, on my own account, and also to John Miller in New York, after a former trial of this case, enquiring relative to the contents of the circular letter which they received In my letter to Wilson I did not state what the contents of the circular were Did ask Wilson, in my letter to him, if the circular requested that men should be kept from coming to Thompsonville I had been contradicted in my testimony at the former trials by some of the men, and I wrote to Wilson to ascertain if I was right or not, as one of the circulars was addressed to him (The witness was then shown a letter addressed to George Flood, Saxonville, which he says is not one of the circulars) You have shown me that letter twice before, which I denied and deny it again All the circulars contained a request to prevent men from coming to Thompsonville — were signed with my own hand, and were all sent to Suffield Post Office Have never received any answer from Wilson to my letter

John H Miller of the City of New York, of the age of thirty eight years, being duly sworn deposes and says, that he is the keeper of the Blue Bonnet Tavern, No 10 Frankfort Street, in said City, which he has kept for the last five years — that he is a Scotsman by birth, and was formerly a Carpet weaver in this country with John [16] and Nicholas Haight — that the house of deponent is more frequented by Carpet weavers than any other public house in this city as he thinks — that orders are frequently left with the de-

ponent to send Carpet weavers to different Manufactories in different parts of the country, which deponent has frequently done, when he has had an opportunity – that at the commencement of the strike of the Carpet weavers at the Thompsonville Carpet Manufactory in July 1833 the deponent received a letter from John Adams, President of the Association of the weavers at Thompsonville, and that to the best of deponent's recollection it was also signed by George Black as Secretary. Deponent has made dilligent search several times for the said letter but has been unable to find it, and he believes it is lost or destroyed – the substance of the contents of the letter was that the deponent was to use his influence to prevent any Carpet weavers that he might know or meet with from going to Thompsonville, to ask, or seek for employment, in that Manufactory – that to the best of his recollection he also thinks he was requested in the letter to call at the Rob Roy House kept by Mr Cunningham, at Greenwich village & other places for the same purpose – and further he saith not

James Crawford, a witness produced by the plaintiffs in the above suit, being sworn doth depose and say, that he is about twenty-six years of age, and that he resides in the city of Philadelphia, that he is a Carpet weaver, that he was in the employment of the plaintiffs in the above suit during a portion of the Summer of 1833 in Thompsonville, Connecticut, that while he was there the Ingrain Carpet weavers struck for more wages, that the company requested the deponent about three or four weeks after the strike “to commence Ingrain Carpet weaving,” that he had been before that time a Venetian Carpet weaver that he did commence Ingrain Carpet weaving, that he went into

the Ingrain Carpet weaving under the expectation and promise of the company that he should be protected from any injury from the "hands," weavers, who had struck, that nearly from the time he went into the Ingrain Carpet weaving until he left Thompsonville he received abuse and insults and threats from the workmen who had struck for higher wages, that it was entirely on that account that he left Thompsonville at that time, that he would have left it before, on account of the insults he received, had it not been for the solicitation of the company, that while he was at his loom the Ingrain Carpet weavers came to him and threatened him, and told him that he should never weave there with any peace, and they threatened to lay hands on him violently, that he received insults from them as well while he was at his loom as when he was absent from it, that no person could stand the insults he received from the men without quitting, that the names of the men from whom he particularly received the insults and threats are Charles Stewart, one Sims, one Buckridge, one Borland and James Boyle, that they use towards him all kinds of opprobrious epithets, that [17] he frequently called at the company's office and stated to their Agent and Secretary that he must quit the company's work, but they persuaded him to stay by telling him that he would protect him, and that the weavers would cease giving their insults, that these declarations caused him to stay as long as he did stay—he further says that he knows of no inducement that would persuade him again to go through the same scene

Lorin F Avery of Springfield, in the County of Hampden and State of Massachusetts, of lawful age being duly cautioned, examined and sworn accordingly

to law do testify and say, that in July 1833 I resided at Thompsonville in Enfield, Connecticut, that I know that the weavers in the employment of the Thompsonville Carpet Manufacturing Company about that time struck for higher wages, that I often heard them talk on the subject, I heard them say that they had the staff in their own hands and would use it, that they had written to all the Carpet Factories in the country to prevent weavers coming to Thompsonville, that they would make the company suffer unless they would give them their prices, and that they received money from other Factories to support them in their turn-out for wages Arthur Dick, John Hanson, James Sims and William Taylor were among those who talked as above stated These observations took place at the house of E J Scrimgeour where I lived at the time I was bar-keeper for Scrimgeour at the time William Taylor boarded with Scrimgeour, and the weavers held frequent meetings at his room

Question by Henry Thompson Agent for the Plaintiffs—Did you at that time frequently see a large number of the weavers walking about the streets and lots and engaged in conversation together? *Answer* Yes

Question by Edward Gorman, one of the Defendants—Can you remember any words used by Taylor himself? *Answer* No

Question 2d by Defendants—Was or was not the Factory locked at the time, or about the time you saw the weavers walking about the streets and lots? I cannot say that it was at the precise time I saw them walking the streets and lots; but it was generally locked

Question by Defendants—Do you know of any attempts made to frighten the watch about this time?

Answer – There was an attempt to frighten Olmsted, one of the watch

Question by Defendants – By whom was this attempt made, was it made by any of the weavers? *Answer* – I should think it was not made by any of the weavers – I know of none engaged in it

EWING MCCRISTIE I was at Patterson when the strike took place at Thompsonville I received a letter from there stating the cause of the strike, &c It was signed by John Adams President, and George Black Secretary The letter has been lost or destroyed, and I am unable to state its contents particularly – believe the [18] letter requested advice, and that none of the weavers should come that way I afterwards received two other letters – cannot state their contents, but think they contained information as to how they were getting along I called my shop together, and the men directed me to write to Thompsonville saying that we approved of the conduct of the men After the second or third letters was received I sent them \$10 Mr Hanson who was engaged in the strike came from Thompsonville to Patterson and said he had no doubt if they stood out they would gain their point, and that he believed they could break the company – that heavier ones had been broken in the old country Hanson came to Patterson in the early part of August and at about middle of the strike – he remained there only one night The first letter which I received I think I noticed was post marked at Suffield, because I did not know why I should receive a letter from there Witness has lived in Thompsonville in the employment of the company for about a year and a half past

JAMES HUNTER I am one of the eleven who came from New York during the strike We stopped at

Smith's in Enfield on Sunday night Arthur Dick and a man by the name of Flood came there in the evening, and asked me if any men had come there from New York as weavers I told him I believed there had They asked me if we had heard there was a strike there I told him we had, and had heard some had gone back They said only two or three had proved faithless They asked me if they could see the men - I told them I thought not as they had gone to bed They then asked permission of Smith to go into their chambers but he refused They wished me to inform those who had gone to bed that the weavers would have a meeting next morning and request them to attend, and they would then be informed of their turnout and their grievances The proposed meeting was postponed until afternoon in consequence of a meeting having been warned on that morning by Mr Thompson Arthur Dick came from the same town in Scotland with myself Several old weavers came there that night and fifteen or twenty were there next morning between 6 and 7 o'clock Did not have much conversation with them in the morning - I walked to the village with Richard Currie, and Mr Martin carried the other new weavers in a waggon Currie, who was one of the old weavers, requested me to go to the meeting which was to be held in the afternoon He said he was sorry we had come there at that time Arthur Dick said he would call for me after dinner, and he did I went to the meeting, which was held in the field I walked by the side of Dick - Simpson, Cadys and Waterson were in company with us He spoke about the men in jail and said he wished I could see them, told what brave and true men they were I found sixty or seventy assembled in the field George

Simpson I believe was chosen President. The President stated the grievances of the men who had turned out, and said the company would promise fair but would not perform. After he got through with us they told us we [19] might go as they had some private business to transact. A Mr. Torrey said they were as able to stand as ever. At Scrimgeours when we first came up McDowell and Dick talked a great deal to us, but at the meeting no one addressed us but Simpson the President, and his address occupied from half an hour to three quarters. Other weavers who came with me went in to work on Monday following, the old weavers on the next day, and I went in the day after. Do not remember that any of the old weavers recommended me to go away. I cannot say that I was told by any one that the prices had not been reduced.

HUGH STEELE. I was one of the eleven new weavers who came from New York—saw five or six of the old weavers at Smith's tavern—heard no conversation on Sunday evening on their part. Mr. Thompson carried us on Monday morning to Scrimgeour's tavern in the village. A number of the old weavers came there, and one asked us what we came there for. We told them we had come there to weave. McDowell said we had no business to take the bread out of their mouths. Mr. Henry Thompson talked with him but cannot say what he said—he went with some of us to the shops and shewed us the looms. On Monday we commenced work. On that day the old weavers came in and George Black said (speaking of me) pull him off the loom, the scoundrel. Arthur Dick came to my loom and said he should weave out his piece. Thomas Bradbury who was learning me, told Black that he had no business to use such language there, to

which Black replied that if he said any thing he would throw him out of the window

ROBERT CADYS I was another of the eleven new weavers – stopped at Smith's on Sunday night – I was acquainted with Currie and Conner in the old country – saw them there that evening but nothing was said, except inquiries were made and answers given about other matters Thompson and Martin came to Smith's on that evening Next morning a number of old weavers came down before Thompson We were then carried to the village There were several old weavers who immediately came into the tavern where we were They began to tell us their grievances, and the reduction of prices Mr Thompson interfered and told them they had no business with the men, that we were strangers McDowell said he would say what he pleased He said Thompson had got some damn'd nice weavers now – that would make pretty work He said something about taking bread out of their mouths and used bad language We went down with Mr. Thompson to look at the looms Four of us did not go to work at first Arthur Dick asked us to go to the meeting to hear their grievances – four of us went Dick said he hoped we would have no hard feelings at what had been said At the meeting George Simpson said if we had staid back we could have come in and been sociable with the rest, and if we had not come they should have got their minds accomplished Some one said if we would stay back they would use us decently, and said as much as to say they would assist us if we had need Next day [20] Dick came into the tavern and threatened to whip me, and two of the old weavers pulled him out of the house One of the old weavers went in the same day I did, and

said he would make sure of his loom. He commenced work next day.

JAMES SIMPSON. I came to Smith's on Sunday evening with the other new weavers from New York—do not remember any thing that took place at Smith's. The old weavers invited us to attend their meeting and we attended. Simpson was President and addressed the meeting and recited their grievances. I cannot relate what was said in particular—I remarked it was hard after being offered work and coming from New York to refuse it, and Mr Flood replied that if we choose to go back, they had money enough and would assist us to return.

JOHN MORE. I was one of the eleven new weavers spoken of—heard no conversation on Sunday evening at Smith's. On Monday morning four weavers came down of whom John Conner was one. He had a conversation with us in which he remarked that it was a pity that we had happened to come at this time, that if they had got us into the shop, they would make us work at under prices, and would promise fair but never perform. Mr Martin said it was false and that whatever the old weavers had we should get for the same labor. Heard the conversation at Scrimgeours and considerable scolding, but do not remember much that was said. On Monday I commenced work in the same shop in which John Adams wrought. On that day Charles Stewart went up to Adams' loom and called him Monteith and a traitor, and called Little also the same names. Two or three other men were with Stewart. I was standing at the head of the stairs, and two men who were standing at the window asked me what I was going to do, and if I had stopped weaving I answered that I had rather return to New York than

to take another man's loom which he wanted They said if I would take no loom they would furnish me sufficient money to return Those making this offer were old weavers but I cannot say whom

JOB B ALLEN On Monday the 27th of August 1833, I went on to a loom at Thompsonville to learn to weave Mr Thompson directed Mr Ronald to teach me Three or four old weavers came up John Smith who had a piece in the loom asked me what business I had there, and said he would pull me off Andrew Black said if it was his loom he would snake me off. I informed Mr Martin, but returned to the loom and continue there yet On one occasion three old weavers went to Crawford's loom and insulted him, but could not understand what was said He got off the loom, Symmes kicked at or toward him for an insult The old weavers called the new ones skunks, and Charles Stewart called me so He said to the old weavers as I was going into the shop, stand back and give the skunk room

PETER REYNOLDS The old weavers were at my store almost daily [21] I asked them the reason why they did not go to work—they said they should not until the company came to their terms They said they had written to the different Factories in the United States and the old country I tried to prevail on them to return to work I got Mr Thompson's Liberty to give those who owed me, the price they asked to work out their pieces but they refused I asked them if they intended to break the company, and they said such things had been done in the old country During the time of the strike I was standing at the door of my store, when John Ronald went past with a man who had a bundle When he returned I asked him who it

was he passed by with. He said it was a weaver whom he had been putting on the way to Norwich. The old weavers made frequent calculations upon the loss which the company were suffering daily and said it was large. David Gibson, John Smith and John Ronald were among the number to whom I made the offer to pay them the prices required to weave out their pieces. This was before the new weavers came - cannot give the names of those who made estimates of the daily loss to the company, or of those who spoke of companies being ruined in the old country by strikes - but a good many said so.

WILLIAM L. HILLS I was to work for the company as a carpenter at the time of the strike - heard the weavers frequently speak of the turn-out. I heard William Hamilton, George Simpson, Thomas Calkins, Green and Kelly speak more frequently than others. They said they had written to all the Factories in the United States, and that the company must come to their terms. That they had known companies fail in the old country in consequence of a strike.

JAMES REED I was engaged generally to do any kind of work and was employed in learning the men who came from New York. I went into the shop on Monday forenoon. The old hands came into the shop and insulted the new ones and others employed there. One asked the others if they did not feel a smell, and said I smell a skunk. I complained to Mr. Martin, and he ordered the men away. On Tuesday the old weavers came in and used the same language. The fabrics called fancy fabrics are not new here, and I never heard any complaint about Double Shot abouts, until the time of the strike. The uniform practice is to give a webb or piece's notice by the employers and

employed, and such was the agreement between Robert Thompson and the men when he was Agent some years ago. If a weaver leaves a piece unfinished there is danger that another weaver, though a good workman, cannot finish it so that the figure will match. Witness is one of the weavers that came out from Scotland on an agreement in 1829, and has been in the employment of the company ever since with the exception of about two weeks, when he had an altercation with Mr Thompson and went away with Mr T's consent.

[22] JOHN RONALD. Was there at the time of the strike—do not recollect the particulars about Double Shot abouts. We sent resolutions to the company and a deputation. The deputation returned and said we should have an answer in a few moments. Foreman soon came and said the company would not comply and had ordered him to close the shops. We went into a lot, resolved to stand, and appointed a committee of management. That committee by advice of general meeting were to write letters to all the Factories and inform weavers what had been done. Next day Mr Thompson called a meeting of the weavers in the yard, and then read a paper proposing to us if we would return to work by the next Monday we might return at the old prices, and if we did not commence work until afterwards the prices would be reduced. Mr Thompson advised us to return to work. On Friday afternoon again held a meeting in Mrs Metcalf's lot, again voted to stand. At this meeting John Adams said, any one can return now if he wishes, but let every man consider his vote well, for if he says stand, and afterwards goes in to work he shall be considered a traitor. Mr Law rebuked Adams for this remark, and said such language ought not to be used. At this last meeting

it was resolved to hold no more general meetings for some time unless called by the committee. Recollect nothing further until Adams returned to work which was on Monday, and the next day I went to Patterson. I know of no general meetings afterward. The three ply weavers were at the meeting in the High Shop with the rest. A vote was taken on all the resolutions in the shop before we went into the lot. No vote was taken in the shop after the resolutions were passed. There was a desultory conversation in general meeting, and then a vote was passed to write to all the Factories in the Union, to let them know what we had done, and how we stood. The committee were entrusted with full powers to communicate with other Factories. The first proposition which I heard was that the company would probably advertise for men, and it was proper we should inform the men in other Factories of our situation and intentions so that they might not come, and it was also proper we should remain at Thompsonville and not take other people's looms to drive them there. It was also said that too many meetings was a bad job and had a tendency to destroy the union. At this meeting John Adams said "remember the bundle of rods in the fable, if we stick together we shall succeed." I was supported from the common fund and received \$2 from Black, \$3 from Liddle, and \$3 from Adams. After I went to Patterson I saw a man there who commenced talking with me about going to Thompsonville in search of work. I told him the circumstances of the Factory, that I had left, but that they were building a new Factory and if he would wait a little I had no doubt he could get work. But he said to me he knew too well about strikes to go there. I saw the letter which was written from

Thompsonville to Patterson It was signed John Adams and George Black It commenced telling the circumstances of the case, prices, &c and inquired if their conduct was approved [23] of, and if so requested none would come that way until the difficulties were settled

The practice of the trade is to give a webb's notice before leaving the employment of the establishment, and by a webb is understood a piece — and if part of the piece is woven notice should be given to the end of the next piece I worked at Thompsonville from 1831 to the time of the strike If they left in good fellowship a webb's notice was given Have known Mr Thompson give such notice and have known him discharge men without any notice. I did not see the letters at Thompsonville which were written by the committee, but did see a letter in the hands of Ewing McChristie at Patterson I believe it was one of the letters written on the 24th of July and signed John Adams and George Black I have never said that Mr Thompson told me after the trial of this case in the County Court that he had no more work for me, but did say he told me that I did not tell what I knew At the last general meeting on Friday it was said if any man wished to go back then he might, and there would be no hard thoughts If either the employer or employed do not act up to the rule of the trade regarding a webb's notice it is not honorable Andrew McKnight was discharged without notice, as it was said for damaging his piece by putting oil upon it There had been a support Society established at Thompsonville before I went there for the relief of the sick and indigent The funds of this Society were divided during the strike and I received my share I

did pass Mr Reynolds store as he has stated The man who was with me with a bundle was my nephew He had been working at Tariffville and his name was Lockhead. He staid at my house one night and the next day I put him on the road to Norwich He had previously worked at Thompsonville, and on account of some difficulty as I understood was discharged

GEORGE W MARTIN The Thompsonville company commenced weaving in June 1829 At that time they had from eight to ten looms in operation I am Clerk of the establishment There was some debate about the price of weaving. At first the company paid 16 cents per yard and then $15\frac{1}{2}$ cts until the average price in the country could be ascertained This was ascertained in September and it was agreed that $14\frac{1}{2}$ cts should be afterwards paid, beginning with the 1st of January 1830 The contract fixing the prices was dated the 24th of November 1829, and from that time to the time of the strike no alteration was made on fines or super fines In 1830 commenced manufacturing Double Supers and during the year made 37 pieces For these we paid 16 cts per yard From the 1st of January 1831 to the Autumn of 1832 we manufactured one hundred and ninety-four pieces, and paid 15 cts per yard From that time to the time of the strike manufactured no double whites or double supers which are the same thing to any amount At the same time we made half doubles, fifteen or twenty pieces in all, for which we paid $15\frac{1}{4}$ cts 16 cents being the price for double supers When double supers were reduced to 15 cts half doubles were paid at $14\frac{1}{2}$ cts In the fall of 1830 fines and premiums were introduced [24] and were continued until the month of June before the strike, & it was then agreed upon by both parties

that they should be given up At the time of the strike very few of the double whites were going, and only thirteen pieces had been manufactured in several months. The fancy fabrics or double shot abouts were introduced about three months before the strike and three pieces only had been woven.

I went to Smith's tavern to see the new weavers on the Sunday night spoken of by other witnesses – met several of the old weavers on my return going in that direction I went down the next morning early, and two old weavers John Conner and James Buckridge were there They were talking with the men who had come from New York – they said the company would make fair promises but would not perform Buckridge said the men who had come had been told a pack of lies and he wanted to tell it as it was Mr Thompson carried the men to the village The old weavers came into Scrimgeour's tavern and Richard McDowell conversed with the new men

It is the practice in a great many instances to give a webb's notice but have known men to go away without giving notice and discharged without notice Do not know as any have been dismissed without notice except for improper conduct We received information about sun-down of the arrival of the new weavers at Smith's – we arrived there, a distance of two miles from the village about dark We remained there about fifteen minutes and had proceeded about three quarters of a mile on our way home when we met from four to six old weavers and soon eight or ten more. We then turned about and returned to Smith's

All but six or eight of those engaged in the strike afterwards returned to work, and most of them went into the shops on the 28th of August 1833 and at re-

duced prices from those which they had before received. At the time of the strike the amount of stock on hand was estimated at about \$100,000. During the strike nothing was done. Fifteen girls with the warpers and foremen were thrown out of employment. On the 23d of August I came to Hartford to see Boyle. He at first agreed to go up to work but afterwards refused. At this time John Adams had gone in. On the next day I met a man by the name of McMoran. He promised to go up, and did go, but got intoxicated and did not go to work. On the 25th of August which was Friday, I met George Simpson and two or three others at the Steam Boat wharf. They abused me and said I had brought that poor man McMoran there, but did not get him to work and added we were too many for you.

I presume we have taken back men who have left us without notice. Some who have left us without notice have been paid up to the reed. James Crosby was thus paid and so was Thomas Norton - the latter one left because he complained of bad yarn. At one time there were written rules in the shops relative to notice, but they have not been there for a year or more. Notice was generally given [25] when men conducted well. One or two have gone away without notice and without calling for their pay. I never knew one call for his pay who did not receive it. John Lockhead and William Walker were discharged on account of their bad habits, and John Galt because he did not do work enough. Cannot remember now any instance in which the rule about notice was complied with. Do not positively know whether Samuel Clayton and his father were dismissed for not boarding at a place which Thompson designated, but believe that was the

fact They could get board cheaper – the price was somewhat reduced and they returned John Walker was discharged without notice and paid to the reed Others were also discharged without notice Do not recollect any instance in which a man has been discharged upon a webb's notice A webb's notice is a notice given when a man commences his piece that he shall leave when it is finished The weaver puts the yarn upon the beam and after it is finished the Foreman examines it and gives a certificate regarding the quality of the work The defendants were arrested on the 10th of August, and were in prison until the 29th The number of men employed in the establishment is about one hundred and twenty

JAMES RONALD Am Foreman – on Thursday afternoon Mr Thompson said the men had sent up resolutions concerning more wages and the company would not give them, and directed me to go and close the shops I communicated my directions to them who were assembled in the shop They immediately went away and I locked the shops I believe it is always the practice of the trade to give a webb's notice – know of no difference in this particular between the Thompsonville Factory and others It is my business to examine the pieces after they are completed and to give a ticket stating what are the deficiencies if any After certificate is given and there is no defect the weaver is entitled to his pay The certificate is handed to the Clerk and he gives a check upon the Treasurer I came to Thompsonville in 1829 I do not recollect whether rules had been set up there or not, and know of no agreement about notice Some have been dismissed and paid up to the reed Among those were Norton who left on account of bad yarn, Black who had

a controversy with the Agent about breaking a yarn pole & James Crosby I measured their pieces Rules now are posted up which require fourteen days notice from the men, but none from the company

JOEL W SMITH Kept tavern where the eleven new weavers stopped They got there about four o'clock p m. Some of the old weavers came to see them on the night of their arrival Most of the new weavers had gone to bed and I told the old weavers they could not see them Early next morning a number of the old weavers came down I sent to Mr Thompson on Sunday evening and informed him of the arrival of the men The old weavers talked [26] with two or three of the new weavers who had not gone to bed on Sunday evening

LATHROP OLMSTED. I commenced weaving at the same time with Job Allen Several of the old weavers came to Allen's loom, and John Smith said it was his, and he would pull him off and throw him down stairs Andrew Black and other old weavers were with Smith In the afternoon they went to Crawford's loom and Symmes inquired of him if he could weave pantaloons, said he wanted a pair woven and stood so near he could not conveniently throw the shuttle - called him a skunk, &c

HENRY THOMPSON (recalled) Lockhead who has been spoken of as discharged was intemperate, and I gave him frequent notice if he did not reform I should discharge him William Walker also discharged Henry White was discharged because waste was found under his loom, but was subsequently retained upon explanation Do not remember that I discharged Welles Winkie was discharged while Robert Thomp-

son was Agent McKnight was discharged for putting oil on his piece but was discharged after his piece was out. Andrew Black was discharged for taking away two yarn poles without liberty which were broken I charged him fifty cents for them He would not pay it and I discharged him Clayton turned out about board and went away of his own accord. Two of the weavers refused to board in a house belonging to the company and I discharged them Have uniformly given some notice before discharging a man We never made any particular bargain about notice (The witness is here shown two certificates which he acknowledges he gave to Gorman & Norton after being released from Prison—they were here read and are as follows

The Bearer, Mr Edward Gorman, has been in the employment of the Thompsonville Company between three and four years as a Carpet Weaver, and I think him an honest, sober and industrious man.

Sept. 7th, 1833 HENRY THOMPSON

The Bearer, Mr Thomas Norton, has been employed by the Thompsonville Company for the last two years, and I consider him an honest, sober and industrious man

HENRY THOMPSON.

Sept 4th, 1833

I did tell Dow and Mickle that unless they boarded at company's house I had no more work for them, but did not tell any one I had no work for him if he would not board at Martins Never discharged a man upon a webb's notice who conducted well The mode of giving notice was to tell a man if he could not do better he must go At any time afterwards I told him to quit

Samuel Chaffee of the town of Enfield, in the County

of Hartford, [27] in the State of Connecticut, of lawful age, being duly cautioned, examined and sworn according to law, do testify and say, that in the Summer of 1833, and during the time of the turn-out of the weavers of the Thompsonville Factory, I was at work building additions to several of the houses in the village of Thompsonville, I heard much conversation among the weavers who had turned out, and sometimes conversed with them on the subject of the strike. I can now recollect but little part of it, but I well recollect that George Simpson after returning from one of the meetings said they could stand out as long as the company, that if the company did not yield he would never throw a shuttle, that they had written to all of the Factories and to Scotland to prevent weavers from coming to take their places, that the weavers at Tariffville had agreed to pay a certain proportion of their wages to help them, and that they had received about one hundred dollars I also heard John Calkins say that he would not throw a shuttle until the company had come to their terms I heard one of the weavers say, I think it was George Simpson but cannot be certain, that if the company did not yield they would break them, that other companies had been broken in that manner, and further the deponent saith not

NATHANIEL B BOYD Am Book Keeper for Thompson & Co in New York In the month of July 1833, and at the time of the strike we had orders unexecuted for 530 or 40 pieces Pieces average about 90 yards The orders are generally received by Thompson & Co in New York, entered in a book, and forwarded to Thompsonville If the figures of pieces are mismatched they are not worth half price. Our orders

were from Baltimore, Philadelphia, Albany and New York We keep patterns and merchants come to the office, and select

JOHN ADAMS (recalled) I was President of the shop in which I wrought, and had been for two years — most of the shops had a President Business was ordinarily done with the president if of general interest A mere private affair between the company and weavers the President and men had nothing to do with

The testimony for the Plaintiffs was here closed, and the Defendants introduced the following witnesses

JAMES ANDERSON Was not engaged in the strike I was one of the number with whom the company contracted to come out from Scotland in 1829 We were to receive the same prices as those which were generally paid in the United States⁴ After we came no one appeared to know what the prices were For a few pieces (supers) we received 16 cents per yard, and afterwards 14 cents was agreed upon as the price until the general price could be ascertained [28] For the purpose of ascertaining the average price it was agreed that each party should write to other Factories, procure their prices, and strike the average When the answers to our letters returned from the Factories the average was found to be 15½ cents for supers and 11 cents for fines These prices were continued for a few months and then Mr Andrews and Mr Thompson said they could not pay so much, but were willing to pay 14½ cents for suppers for two years, and 10½ cents for fines These prices were generally agreed upon for one year Double Whites were introduced in Feb-

⁴ The witness was shown a paper which he says is a copy of the agreement which he and others entered into in Scotland It will be found in the note marked G

ruary 1830. For these we got one and a half cent more and $\frac{3}{4}$ of a cent was added to Half doubles making them $15\frac{1}{4}$. A short time afterwards Mr Thompson proposed establishing premiums and fines which was agreed to. The premium, if a piece of super was finished in 12 days, was 50 cents – for fines the same sum if finished in 10 days. Fines were 17 cents per day for supers after 15 days, and the same for fines after 12 days. Some time in 1831 or beginning of 1832 Double Whites were reduced to 15 cents, and half Doubles to $14\frac{1}{2}$ cents per yard, and no notice given to the weavers previous to their doing so. Some time afterwards another reduction took place on Double Whites which made them the same as others, viz $14\frac{1}{2}$ cents.

The next difficulty was in relation to premiums. This happened two or three weeks before the strike, when the company determined to pay premiums no longer – believe the weavers were not consulted. The immediate occasion of this determination was a complaint made by James Boyle on account of the refusal of the Agent to pay him a premium to which he thought he was entitled. There was a meeting called to consider Boyle's grievance and also the complaint of Keys. Mr H. Thompson was sent for – he said he would pay Keys, but he would have articles or rules made out and put up, and William Taylor said the men would like to see them first. As Mr Thompson started to go away it was said by some of the men that there were other grievances. Mr Thompson asked what they were, to which the reply was made that a new and more difficult fabric called Double Shot abouts had been introduced, and that there had been a reduction on Double Whites. Mr Thompson said he had no power

to act—that the company would soon meet and the men must make application to them for redress of their grievances I was one that was appointed to draw up the petition which was sent to the company I was also requested to assist in drawing up a communication for the *Old Countryman*, a paper published in New York, which I agreed to do though not concerned in the strike This was on Friday after the turn-out I attended a meeting when the equalization paper was read. Two or three were in favor of accepting the offer of the company, and it was said if any wished to go in to work at those prices they could do so then, and there would be no hard thoughts. This was publicly said and assented to It was further said that if they continued to stand and went back afterwards it would be otherwise They first voted unanimously that [29] any one might go back if he chose They then voted unanimously to stand I have never heard of their trying to do any thing except refusing to work I wrote to some of the Factories by request of committee—wrote one to New Haven and signed it with my own name in behalf of the committee Letters were frequently written giving a history of the progress of the matter The history given so far as I know was strictly true, and there was nothing else in the letters to my knowledge I never heard any proposition before the defendants were arrested to do any thing more than refuse to work until the prices asked were paid

At a meeting in the lot upon the same day after the defendants went to jail, it was agreed the defendants should be visited and kept in company who were in prison, and to use every exertion to procure them bail, but nothing was done to prejudice the company At

that meeting the men appeared to be alarmed at what had taken place. It was also reported that others were threatened to be sent to the same place. Shortly after this I was appointed to go to New York to consult counsel relative to the men in jail, and after I returned Mr Thompson in a conversation with me, contended that the men had broken the law, which proposition I denied. On one occasion he said we were dissatisfied with every thing, and said he had no work for me except to finish what I had on hand—when that was done the difficulties were settled and I remained.

About ten months previous to the strike Mr Thompson said he found so much difficulty about giving notice that he should discharge the men when he saw fit. At the meeting called on account of Boyle and Keys he said he had no recollection of ever having said so. Have seen pieces left unfinished in the looms after the men who commenced them had gone.

Cross Examined I always thought a webb's notice ought to be given, and should have given it myself. Keys claimed that he had given notice, and that independent of that, he was entitled to his pay. I was in the course of the proceedings added to the committee of management. I wrote to the weavers at New Haven, furnishing them with a history of the progress of the strike, but never requested others to stay away, nor have I ever known the committee to do so. Never heard of any thing else being written.

JOHN FLOOD I came to Thompsonville in August 1831 and commenced on a piece partly finished, and before I had completed it, was obliged to leave on account of ill health. Afterwards went back and commenced work on another loom, a part of the webb had been wove by another person when I went to it.

Boarded at company's tavern After a little time the Keeper said he should raise the price of our board We told him we could get boarded cheaper at other places We were about to leave and Mr Thompson came and said he did not think it right for us to go, and that if we did not board at Patterson's, Martin's or Mrs King's he had no more work for us On Sunday night I went to another tavern to [30] board and went to work as usual on Monday morning When I was at work Mr Thompson sent for us to come to the office, said if we would not go back he had no more work for us We requested him to measure our pieces and pay us that we might go away Mr Thompson refused to do so Finally a compromise was made as to the price of board, and the price was agreed upon at eleven shillings, which was sixpence advance from the old price, and we continued at the Factory In this strike as Mr Thompson calls it about board, there were seventeen men in all concerned, and all returned to work but two The two were Edwards and John Park They went to Tariffville and got work there No men left work till Mr Thompson told us he had no more work for us Whether they were paid or not I do not know In 1832 there was some notice put up in the shops about fines and premiums The fines or forfeitures was to be doubled every day after the webb had been in the loom fifteen days The men quit work and called upon Mr Thompson the Agent—he said they were rather worse than he thought, but he would take them away altogether It was agreed to and the men returned to work

In the fall of 1832 half a cent was taken off Double Whites, reducing the price to 14½ cents There were no other alterations, except premiums were taken off

about two months before the strike Keys complained – the men were called together and Mr Thompson was sent for and was asked if he would act up to his contract made about ten months before, that he would discharge men without notice and they might go without He said he did not remember the agreement but would pay Keys, and added that when the company met rules would be adopted and put up in the shops, so that there would be no misunderstanding afterwards Wm Taylor replied he hoped the men might see them first As Mr T turned to go away the men said there were other grievances, which were stated Mr Thompson said the company would meet soon and they must petition to them The petition was drawn and presented when the company met The answer to our petition was received from the company, and the men were called together to hear it read The answer was not satisfactory The resolutions which have been read were drawn out and a committee appointed to take them to the company The committee returned to the meeting and stated that we would get their answer in a few minutes In the course of half an hour James Ronald came and said he had got orders to lock up the shops We left the shop and went into Mrs. Metcalf's lot A committee was then appointed to write to other Factories and inform them what had been done, stating the prices we had received and what we required, enquiring also what prices they received, and their opinion of our conduct It was also voted that any man might then go back who wished, and there would be no hard thoughts This meeting was on Wednesday, and I was present from the commencement to the conclusion

There was no proposition made to write to others

to prevent [31] their coming to work for the company, or to write soliciting money The committee consisted of eight and no more, viz Liddle, Conner, White, Taylor, Alexander, Sturgeon, Adams, and Black The meeting held on Thursday was called by Mr Thompson. Mr T read a paper containing offers, &c and gave notice to those who occupied houses belonging to the company to quit the possession The men then met in a lot and there voted that any might go back to work who chose A vote was then taken to stand, and a deputation sent to Mr Thompson to inform him of the determination of the men, and request him to pay them their wages The deputation, which consisted of James Boyle and John Elder, returned and reported that the company refused The second proposition made by Mr Thompson concerning prices was dated July 25th 1833 I think it was shown to us on Saturday It was read I believe by John Adams It was then proposed that any of the men who wished to accept of the prices mentioned might do so, and there should be no hard thoughts. They then unanimously voted to stand I never heard any proposition to station men at Warehouse Point, to keep men away or to do anything but inform others of the state of things, and not to return to work until the prices demanded were agreed to I do not remember that there was any other meeting until the defendants were sent to jail I was not present when the letters which have been mentioned were written George Black handed me eight letters and I put them into the Enfield Post Office, on Wednesday night the 24th July

These letters were directed to Lowell, Saxonville, Rochester, Tariffville, New Haven, West Farms, New Jersey and Baltimore The letters were deposited in

the Enfield Post Office that evening There was among them one directed to my Brother George Flood, but none directed to John Miller. I wrote no letter to my brother George Flood on that night and was not one of the committee On the same day the Defendants were arrested and put in jail I met Mr Thompson who said he was sorry things had come to this

I was at Smith's tavern on Sunday night when the new weavers came there I said nothing to them but Elder did Heard nothing said to dissuade them from entering into the Plaintiffs' employment I was at Scrimgeour's when new weavers came there There was no rush of the old weavers into the house James Simpson, one of the new weavers, asked me out of the bar room—at first I did not know him He said he had come from New York but would not have come if he had known how things were situated and would return if he had money I had known him in New York and offered to lend him the necessary money to return I do not recollect having had any other conversation with Simpson I was standing at the door of Scrimgeour's tavern with Elder and McDowell, when the new weavers came up (A letter was here shown to the witness which was addressed to George Flood at Saxonville) He says he believes it is one of the circulars which he deposited in the Post Office on Wednesday night (The letter was here read and is [32] the one shown to John Adams and is published in note marked H) I paid the postage on all the letters and the Post Master marked them paid, in my presence I cannot recollect what Simpson said in his address in the lot After the Defendants were sent to Jail I was put on the Committee I was not in the Room with the Committee the first night when the cir-

culars were writing, I received the letters from George Black about 8 o'clock on Wednesday night I have known men leave the Factory when their piece was unfinished and get payment for the work they had done Thomas Norton when he went to Rochester had his cloth taken off the beam and measured, received his pay and left.

GEORGE BLACK The letter shown to the last witness is one of the circulars written by the Committee, and is superscribed by myself (Another letter is here shown to the witness addressed to James Wells, West Farms) That is the letter which John Adams wrote that night Another letter is here shown to the witness addressed to Alexander Winkie, New Haven That is the letter which I wrote myself the first night (Other two letters were shown to the witness one addressed to John Park, Rochester, the other to Hugh Torance, Baltimore, which he says were all wrote the first night They are all Post marked Enfield, July 25, 1833, Postage paid They are all a copy of each other with this addition to the one addressed to James Wells

"I hope you will give this your most earnest attention, with the approbation of your fellow workmen, while I remain your friend JOHN ADAMS, President

GEORGE BLACK, Secretary

JAMES LAW I was engaged in Scotland to come to this country in 1830 The prices paid at the Factory have been correctly stated by Anderson and Flood The first meeting was called by Mr Keys because as he said Mr Thompson refused to pay him for work which he had finished A Committee was appointed at that meeting to wait upon Mr Thompson to know the reason why he would not pay Mr Keys, and allow him

to go away Mr Thompson attended the meeting and said that Keys had not given the requisite notice Mr. Thompson was then informed that he had agreed on a former occasion that he would discharge any man without notice when he saw fit, and the men would have the same privilege to go when they thought proper Mr Thompson said he had no recollection of having said so, but as they understood him so, he would pay Mr Keys, and when the Company met he would have rules drawn out and hung up in the Factory, that there may be no mistake afterwards William Taylor said the men would like to see them before you put them up As Mr T was about leaving the meeting, some of the men said they had other grievances to lay before you There is the new fabric called double shot abouts, the double whites and the striped grounds ought to have some advance Mr Thompson said he had no power to give any advance, but that they might [33] draw out a statement of their grievances in writing and he would lay it before the Company which was to meet in a few days When the Company met, the petition which has been read, was sent to the Company (It will be found in note marked A.) The weavers were called together to hear the answer from the Company to our petition (It will be found in note marked B) The three ply weavers among the rest. The answer was read to us in the High Shop and was not satisfactory. The resolutions were then drawn out by George Black and read to the meeting (They will be found in note marked C) I did not approve of the manner in which they were worded I stated my objections to the meeting, notwithstanding William Liddle & John Anderson were appointed to carry them up to the Office and lay them before the Com-

pany Liddle and Anderson returned and stated to the meeting that we would get answer soon We were all waiting for their answer, when we saw Mr Thompson coming down and the men then come into the shop James Ronald came in and said that he had got orders from Mr Thompson to turn us out and lock the doors We went from the High Shop into Mrs Metcalf's lot It was then thought proper to appoint a Committee consisting of a President and Secretary, and one man from each shop making eight in all

The three ply Shop appointed James Alexander

The back Shop appointed Samuel Sturgeon

The first high Shop appointed William Taylor

The second high Shop appointed Henry White

The first low Shop appointed William Liddle

The second low Shop appointed John Conner

George Black was appointed Secretary, and John Adams President At that meeting a motion was made and unanimously agreed to that any one who had a desire to go back to work for the Company to say so, and no one would be dissatisfied John Adams said those who did not go back now, but went back afterwards would be considered Traitors I publicly reproved him for the remark, and told him it was not the language to be used by any of us Adams remark was not sanctioned by any of the men Next day (Thursday,) Mr Thompson called us together and read to us the Rules and Regulations of the Company, the same which have been read in Court (They will be found in note marked D) At the meeting on that day, we appointed a Committee to request the Company to pay us our wages The Committee reported that the Company would pay no man Next day (Friday) the Committee met in my house, and wrote

a communication to the Editors of the *Old Countryman* in New York, requesting them to publish the same. On the next day (Saturday) another meeting was called by request of Mr Thompson, and John Adams read to us a paper which is called the equalization prices (It has been read and will be found in note marked E) Some mentioned that, with a little alteration we might agree to it A motion was then made and agreed to, that if any one [34] wished to go back to work for the Company, that they might go and there would be no hard feelings towards them The meeting then voted unanimously that they would not return to work for the Thompsonville Company, until they agreed to pay the price which we had fixed upon our labour Afterwards James Alexander and myself went to the Office to get pay for the tickets which we had Mr Martin said he had orders to pay no one, who was not at his work I left Thompsonville a few days, and on my return Adams informed me that I had been appointed Treasurer, and delivered me some money I was one of the six men that Orrin Thompson sent for to the Company's Office, and after some conversation Mr T said he wished us to leave the place, as he could not get men to come to the village as long as we were in it We all said pay us the money which is due and we will go Mr Thompson said go and finish your pieces and then we will pay you We asked him at what price—he (Mr T) said at reduced prices, we told him that we would not work for 12½ cents per yard Mr. Thompson turned to James Alexander and said, "Will you not go away?" Alexander replied that he knew of no cause why he should leave the village at his request, as he was neither in their employ nor occupying any of their Houses However the Com-

pany owes me \$40, and I have a ticket for \$27, and if you will pay me the \$27, I will leave this place on Monday and take my chance of getting the other \$13 Mr T said he would pay money to no man This conversation was on Saturday At a meeting of the Committee in my house, John Elder mentioned that William Taylor had lent Cleeton a dollar & he thought it but right that Taylor should get it from the money in hand Taylor also said he had lent Cleeton the dollar and it was paid to him Sometime afterwards Taylor returned it to me

A man by the name of Armstrong came to my house one night when the Committee were met - Armstrong wanted their advise as Mr. Thompson wanted to hire him as a Boss Spinner - the Committee refused to interfere in any way - they said they had no advise to give him - he had a right to do as he pleased A few days afterwards Armstrong went to the Factory, and was engaged learning the new hands how to weave After the Defendants were sent to Prison, others were put upon the Committee. I never heard it stated at any meeting that vigilance was to be used or that any thing was to be done to the prejudice of the Company but to refuse to work

Money to the amount of \$200, was put into my hands to be paid out to the old weavers that were in poor circumstances, and when they received it they gave their note payable when they were in circumstances to do so The old weavers returned to work on Monday in the afternoon I was one appointed to make arrangements for putting out our pieces in order that we might get our wages and leave the place We first tried to get the old prices for weaving out the pieces which were in the loom, but Mr Thompson would

not agree to that—he said they might all go to work at the new prices, [35] and the men in Jail could return upon the same terms if they wished, and if they did not they might stay in Jail and try their case. Next day Mr. Thompson settled with some of the old weavers and they left. John Adams, Little, Armstrong, &c had gone in to work about eight days before the settlement. I went to work in the Factory on Tuesday. At the meeting which the new weavers attended, a history was given of the strike and nothing was stated but what was true. James Anderson was requested to write to the *Old Countryman*. Mr. Thompson took off the premiums and a deputation was sent to have the fines taken off also. Tickets were usually paid on Saturday, once in two weeks. Never heard of any of the old weavers going into the Factory till after the agreement was made with Mr. Thompson for us to finish our pieces. The agreement was concluded about four o'clock on Monday afternoon. In the forenoon of that day James Alexander and myself asked permission of Mr. Thompson to go in and look at the rules. Mr. T. granted us liberty to read them. Those whom I saw have tickets and could not get pay, were James Alexander, John Ronald, Richard Alexander, and myself. George Simpson I saw have two tickets.

JOHN CONNER. On the 24th July weavers were called together to hear the answer to their petition. A committee of management was appointed who were instructed to write to other Factories, informing them what we had done. The committee then went to Mr. King's and wrote eight letters. One letter was written first, and William Liddle read from that while the others wrote. I wrote to Tariffville that night. The letters were directed to the places mentioned by Flood

There was no letter written that evening to Miller. The only instructions given by the meeting to the committee was to write to the different Factories stating the facts. Heard nothing said about stationing men at Ware House Point, and no proposition to do anything to the injury of the company. Never heard any intimation against keeping a record of our proceedings. Green, one of the weavers, said at one of the meetings as the difficulties had assumed a formidable aspect, any one whose circumstances would not admit of his being off from work might return when he pleased, and Adams immediately remarked that any one who chose, could go in then, but if he went in afterward he would be considered a traitor. He was reprov'd for this remark by James Law. There was no proposition at any general meeting to be vigilant to my knowledge. I was not at the meeting in Smith's lot. I was at work in Longmeadow at that time. I did not suppose I was bound to give a webbs notice, or was entitled to such a notice from the company. At the time that Mr Thompson put up the progressive fines the men held a meeting and objected to them. Mr Thompson stated at that meeting that he would discharge any man when he pleased, and that the men might go when they pleased. At the meeting called by request of Keys, Mr Thompson said he would [36] have rules adopted and put up when the company met. There is nothing in Laws testimony in which I do not fully concur so far as I heard. I heard that the new weavers have come up from Greenwich Village. I thought of going there. On Monday morning after they came to Smith's, I went down to see them. Convers'd with some if not all of them. Mr Martin came in and said to Buckridge don't be telling lies to these men. He replied,

Mr Martin am I telling lies? Are not the prices reduced? Martin said no I then said I considered my wages reduced by taking off the premium Buckridge was led into conversation by Watterson one of the new weavers, who was acquainted with Buckridge's brother Never heard of any agreement to keep away any person Was one of the committee Never heard any such conversation as that spoken of by John Ronald Made no agreement with Mr Thompson about notice and had no knowledge of any general rule upon that subject except the one acted upon I drew up one of the copies of the circular and put in a clause about employers advertising Cannot say how much money was received from the Factories, received none myself There was no authority given to any one to my knowledge to write for the purpose of preventing weavers coming to Thompsonville Know of no letter written by James Anderson but the one written for the *Old Countryman*

WILLIAM LIDDLE Was one of the committee - was at meeting called by request of Keys and agree fully with Law in his statement The origin of the difficulty was the new fabrics The first meeting was called by John Adams I understood Keys had given what he considered a warning Mr Thompson was sent for to this meeting and was present, and said he did not remember saying that he should discharge a man when he pleased, and that one might go when he pleased Other grievances were spoken of as mentioned by other witnesses, and Mr Thompson referred the complainants to the meeting of the company, which he said would be shortly holden I was present when the resolutions were drawn up and was one of the committee to take them to the company Alexander,

Taylor, and another were with me We delivered the resolutions to Mr. Orrin Thompson, and he said he would let us know when the answer was ready Nothing was done till an answer came back Ronald, the Foreman, came soon and said he had orders to lock up the shops We left the shop where we had assembled and went into the field Nothing was there said or done about keeping men away from the Factory We did not suppose the company would act so precipitately and without discussion with us A committee of management was appointed at the first meeting in the field John Adams said at the meeting that things had assumed a formidable aspect, and proposed that letters should be written to other Factories to procure information We had a general knowledge of prices in other Factories, but in case of further negotiation with the company we should need more accurate information, and documents from other [37] Factories — at several meetings it was proposed that any one might go back to work who chose to do so, and there would be no hard thoughts There was no proposition at any public meeting to take measures to deter men from coming to the Factory, and nothing said about vigilance or stationing men at Ware House Point At a meeting of the committee at James Law's, John Adams proposed to station men at Ware House Point, and placing men at the landing at Thompsonville, to watch the Boat, but every other individual present disapproved of the measures proposed, and nothing more was afterward said upon the subject in public or private There was no proposition in Smith's lot to raise sixty dollars, and never heard at any time of such a proposition Some of the individuals present suggested that some of the weavers who had families were unable to meet

their expenses, and that something should be done to make them more easy in their pecuniary circumstances James Alexander, Samuel Sturgeon, and George Black proposed to loan the sum of \$5 each The whole sum raised was about \$15, or \$20, which was considered to be set apart for the benefit of families I know of no other money raised but this, except the small sum for postage. At a meeting about the middle of the week after the strike, some notes were taken which were signed by different individuals who had need of it, and others signed with them Taylor advanced some and I some When the money was paid to those who were in distress, it was understood a note should be taken to be paid when the person borrowing should be able There was never any proposition to write to prevent men coming to Thompsonville, either in general meeting or in any of the meetings of the committee I never gave John Ronald \$3, or any other sum during the strike At the time John Adams was arrested, he seemed much perplexed I went over to his house to sympathise with him He took me into another room and told me he had a letter with a few dollars in it, and told me a part of it was for John Ronald Letters passed between the committee and other Factories during the strike It is quite the practice of the trade to keep up a friendly correspondence, and especially when they feel themselves injured No directions were given to write for money John Adams wrote a letter which he called a broad hint, but none others of the kind were written to my knowledge Cannot recollect to whom Adams's letter was addressed It was quite foreign to the views of the committee to write for money We received money from Tariffville about the end of the second week of the strike Never heard

any thing said about writing to Miller of the Blue Bonnet, or to the Rob Roy House The first I ever heard of any letter to Miller was in Court I am now engaged in the Factory at Thompsonville.

SAMUEL STURGEON I was appointed one of the committee and wrote one of the circulars One of the objects of the committee in writing the circular, was to let the weavers in other Factories know what we had turned out for I wrote to Robert Wilson Never [38] heard of a letter written to Miller until after the first Court I believe the letter which has been read was written by the committee that night The letters written on the first night were delivered to John Flood The letters were delivered in my presence to Flood by George Black, and not to me I received no letters to take to Suffield Post Office Two letters were to be written on the next morning, and were to be of the same character as those written on the previous evening I have never heard any proposition to raise \$60 I returned to work on Tuesday—was at Smith's when the new weavers were there, but had no conversation with them Heard the new weavers called skunks after I went in, and Arthur Dick I believe told Hugh Steele to come off his loom. I do not recollect to whom the letters to be written in the morning were to be addressed Another of the objects of the committee in writing, was to know if their conduct was approved

JOHN SMITH Went in to work on Tuesday forenoon, the day after the settlement I met Mr Thompson and Mr Martin on the stairs—one of them asked me to go upon another man's loom, I said I would not, I wanted my own Mr Thompson said I might take my own I found Job B Allen working on it, requested him to come off—he made no reply to me but remained

on the loom – told him that as Mr Thompson had said I was to get my own loom, if he did not come off immediately I would pull him off – went and informed Mr Thompson that Allen refused to leave the loom. A little after I went into the shop and found the loom empty, got the carpenter to make some alterations, put a mark in the piece where I began, and worked about half a yard. Whilst I was gone to dinner Allen went and began weaving on the loom, I ordered him off, and he came off. Had not been at the loom till Mr Thompson told me I might have it – am a minor, my father has charge of me.

THOMAS SMITH I was one of the number engaged by the company to come out from Scotland in 1829. Was not employed as a weaver at the time of the strike – was a Venetian Warper. My son was a carpet weaver, he was about 16 years of age, he acted under my instruction. I told him not to go to work during the strike, but otherwise not to take no part in it. The morning after the old hands had agreed to return to work, I met Mr Martin and asked him if my son should have his own loom, he replied yes, certainly. I told my son he might go to work in the forenoon. At dinner time saw a mark which my son said he had put in when he began to weave, he had wove about half a yard – he told me he had got some repairs put upon the loom. After dinner I learned that Job B Allen had taken possession of the loom. I went up to Allen and told him if he had been put there by the Agent to say so and he should have no trouble from me, but if he had gone on without such authority to come off immediately, or I would take him off. I heard the testimony of James Anderson with regard to the prices [39] of weaving in 1829 – consider it substantially correct. We had a subscrip-

tion society, the object of which was to support members in time of sickness. One of the regulations of this society was, that any member leaving the village was entitled to draw his proportion of the funds. As the majority of the members seemed to think of leaving, we concluded that it would be necessary to break up the society. We did so, and divided the funds. Each member received about three dollars.

RICHARD CURRIE. Never knew of any rule requiring a webber's notice in my acquaintance with the Trade. In the beginning of 1832, I boarded at Mrs King's & understood the price of our board was to be raised. I packed up my things on Saturday night, paid Mrs King and left, others did the same. On Monday morning I went to my work in the Factory as usual. Mr Thompson sent a line down to the Factory requesting eight of us to come to the Office. He asked us why we left our Boarding place, we answered because we could get board cheaper elsewhere. Mr Thompson said if we would not return to Mrs King's and board there he had no more work for us. We left the Office under the impression we were discharged from work. We offered to go to work if he would allow us to board where we pleased. I went to Tariffville and got the offer of work there, and when I returned to Thompsonville an arrangement was finally made about the price of board and I returned to Mrs Kings and re-commenced work in the Factory. On the Sunday night that the new weavers came to Enfield, Arthur Dick told me that James Hunter was at Smith's Tavern and wanted to see me next morning. On Monday morning I went to Smith's Tavern and saw Mr Hunter, I was acquainted with him in Scotland and also in New York. Mr Hunter asked me and

some of the new weavers to walk out with him. They asked me several questions about the Strike. I told them nothing but what was truth. I said nothing to injure the Company nor to deter the men from entering into their employment. I was at the meeting on the first day of the strike. There was no instructions to do anything to the injury of the Company. The men would have protected the Company's property if it had been in danger. I was at the meeting on Monday when George Simpson was President and made some remarks. At that meeting, I proposed that we go in and finish our pieces and get our pay, most of us thought of going off, when our pieces were out. The Company owed me about \$23. I had a ticket for \$13, which the Company would not pay. At the time we petitioned, I complained of no grievance which affected me at that moment. I put my name to the petition because I did not know but I might get a fancy fabrick the next piece. At the time the resolutions were agreed to, I did not understand we were to leave the work. I had a piece in the loom at the time.

JOHN PARK. I boarded with Currie and agree fully with him [40] about the board. Considered myself discharged on refusing to board at Mrs. King's at an advanced price. Did not quit work until Mr. Thompson told us he had no more work for us. I was not present at the strike in 1833, was then at Rochester when I received one of the circular letters which were written. Received other letters while there. Norton had been at Rochester and might have known we were weaving for 14½ cents for supers and 10½ cents for Fines. Double shot abouts were not woven there. They are more difficult than supers or Fines. No letter was received at Rochester to my knowledge to

prevent men from going to Thompsonville We sent \$12 to Thompsonville, but received no intimations that they needed funds It is usual in case of a strike to send money to sustain the needy. Know of no rule regarding notice in this country At Tariffville, when I wrought there, men were dismissed in any state of their webb

JAMES HOTSON. I was employed at New Haven in the summer of 1833 The first intimations we had of the strike at Thompsonville was by a letter addressed to Alexander Winkie, without any signature We appointed a man to write to Thompsonville to inquire if the information contained in the letter was correct I cannot identify the letter we first received, but I distinctly recollect the substance of it was similar to the one read in Court We sent money to Thompsonville to assist those of the weavers whose circumstances might require it The sending money was altogether a voluntary act on our part, there was no request made for any in the letters we received, nor the slightest insinuation that they wished us to deter men from coming to Thompsonville I have worked in four Factories, and know of no custom of the trade which requires men to give a webb's notice before they leave I have known men discharged without previous notice Employers have a right so to discharge them I consider a man has a right to leave at any time If a man has made arrangements to leave, he will as a matter of courtesy give notice of his intention It is customary for a man to finish his piece before leaving, but I do not consider he is obliged to do so

JAMES PYPER Was at Tariffville when the circular letter was received there It was the same in substance, as the one read before the Court Never saw or heard

of any communication from the Thompsonville weavers, requesting us to send them money, or to prevent hands from going there

Cross Examined We sent them money,—our only motive for sending them money, was to enable the poor of our fellow tradesmen to procure bread for their families, until such time as they and their employers, should come to an agreement. We wished them to stand out, thought they had as good a right to stand as the Thompsonville Company had

JAMES LATTIE I arrived in New York from Scotland on the 29th [41] of July 1833 Next day the owner of the ship I arrived in, asked me if I was a Carpet Weaver I told him I was — he also asked me where I was going I said to Thompsonville, he said there was plenty of work to be got there I was informed at Mr Ingrams in Gold Street, N Y that there was a turn out in Thompsonville, however, I intended to go there as I had a number of acquaintances in that place I landed in Thompsonville in company with David Gibson's sister-in-law, who left Scotland with me at the same time A number of my friends were at the wharf when I arrived Among which was John McGill, John Lamont, Wm Hamilton and David Gibson Do not remember seeing John Adams Shortly after, I came on shore, John Bain said I had come in a good time, I would get plenty of looms, I said I did not want any of their looms I made enquiries where I would get Brussels Carpets to weave That was the branch of business I had been accustomed to I was not an Ingrain Carpet Weaver Never said what John Adams has testified to I was not in the Blue Bonnet Tavern in New York I never heard of

John Miller or the Blue Bonnet Tavern till after I had been some time in Thompsonville

DAVID GIBSON Sometime during the strike I received a letter from John Allen in New York, stating that my sister-in-law had arrived from Scotland and was on her way to Thompsonville and that she intended to take the Steam Boat for that place. I told a number of my friends among whom was John Lamont, Wm Hamilton, Charles Stewart and John Bain We all went down to see the Boat arrive as it was expected my sister-in-law might have letters or parcels for some of us. Before the Boat landed her passengers I saw James Lattie on board in company with my sister-in-law A few minutes after they came on shore, John Bain said Lattie you have come in a good time, you will get plenty of looms This remark made considerable laughing Lattie said he did not want any of their looms I did not see John Adams there I heard nothing said about giving Lattie money I knew he had money of his own I heard no one advise him to go away When James Ronald ordered us out of the Factory, I considered myself discharged from the Thompsonville Company's employ

JOHN LAMONT When the Boat arrived I saw James Lattie, knew him in the old country,—enquired about relatives—no money was offered to Lattie and no wish expressed that he would keep out of the way Lattie inquired about Brussel's Carpeting and I told him I knew of none manufactured in this country but at Lowell Nothing was said about standing out except that it was for an increase of wages At two or three of the meetings held by the men it was said if any wished to return to work they might, and there

would be no hard feelings Do not recollect that Adams was at the Boat when Lattie arrived, and did not notice any conversation between him and Lattie

[42] CHARLES STEWART Was at the Boat when Lattie arrived, enquired of him after my relation in Scotland David Gibson's sister-in-law was expected with parcels I was at different Meetings but never knew of any agreement or understanding to do any thing to the prejudice of the Company, except not to work without an increase of wages Went in to work on Tuesday, the day after the agreement to go back. Worked in the room with Crawford, passing his loom one day, did ask him if he was a Tailor If I could have got pay for my ticket during the time we were out I would have left Every thing was considered an insult with the new weavers, if you laughed or did not, looked or did not, spoke or did not

JAMES SYMMES On the day after we agreed to go in, I asked Crawford if he was a tailor and told him if he was, I wanted him to make me a pair of small clothes Never heard of any arrangement being made to injure the company or to keep people away from the Factory I never said as Avery has asserted in his deposition, that we would break the company Have heard a webb's notice talked of but never knew of any such general practice, usage, or rule Have never applied by letter or otherwise for work in other Factories I went to work on Tuesday at reduced prices

JOHN HANSON Do not remember hearing Adams say any thing Was not in the village after he went back Had no knowledge of any conspiracy, and heard nothing proposed to injure the company Had a ticket for about \$15 but the Agent refused to pay

I went to New Jersey, and should have gone sooner if I could have got my pay. Saw Ewing McChristie at Patterson, but did not tell him I had broken companies before, for I was never before engaged in a strike. I was paid to the reed and I believe I procured a man to be surety for me that the piece should be well finished. I was absent about nine days, and did not return until after the men went in. Attended some of the first meetings. Mr Thompson told us if we would go in by Monday, we could go in at the old prices, and after that if we did not accept the offer the prices would be reduced.

WILLIAM HAMILTON. I was at the Boat when Lattie came. Knew him in Scotland as a Brussell's weaver. Bain remarked that he had come in good time and could get plenty of looms. I talked with him about the old country, but nothing was said about his not seeing Mr Thompson, or about giving him money. Heard of no arrangement to injure the company. It is a matter of courtesy to give a webbs notice, but there is no rule requiring it to my knowledge. I have never held any such conversation with William Hills as he has testified to. Never said I had ruined Factories and could ruin this. Was concerned in but one strike before and that was settled. It was in Scotland.

GEORGE CALLAGHAN. I was at the meetings in the shop and in the [43] field, & I concur in the statements given by Law & Flood. Know of no combination to injure the company but to stop work until prices were increased. I was employed by Thompson and Martin during the strike. I had a ticket which they refused to pay, but paid me for patterns. I was discharged on four hours notice, and when my webbs was finished within about four yards. There was no agreement en-

tered into for a strike until the resolutions were not answered. The men were taken unawares when they were turned out of the shop

ROBERT GLENN. I was present at the meeting in Mrs Metcalf's lot, and agree with the Mr. Law in his testimony relative to that meeting I left Thompsonville about a year and a half after the strike I was discharged, wove out my piece and left. I know of no obligation to give notice either side I have had some agency in the preparation of this case

JOHN MCGILL. I was at the Boat when Lattie came but did not see John Adams there John Bain spoke to him (Lattie) as soon as he landed, and said there were plenty of looms. I never knew of any combination to injure the company except in refusing to work. I remained at Thompsonville after the strike and continue there still, and have never made application for employment elsewhere

DAVID COLMAN Was in Patterson when Ewing McChristie received the circular letter from Thompsonville He called the shop together and it was read It was of the same kind as the one read in Court last evening Nothing said in it about sending money Soon after the meeting sent them \$10 or \$12 McChristie was appointed to write Robert Thompson agreed to send them some money We sent them money because they sent us some when we were burned out

JOHN CROSLEY. I went to work on a loom at Thompsonville on Saturday the last day in 1831 I know of no rule relative to notice in that Factory I left them without notice, and have been discharged without notice. They did not claim of me that I was bound to give notice I once commenced weaving a

piece which had been about half finished by another person.

DEPOSITIONS

We, John Thompson, James Welles, and Alexander Winkie, of the Village of West Farms, in the Township and County of West Chester, in the State of New York, of lawful age, being cautioned examined and sworn according to law, do testify and say, That in July 1833, having understood that the carpet weavers at Thompsonville were out of employ, we remitted them money voluntarily, without request, thinking their families would stand in need of assistance [44] That the aforesaid Alexander Winkie deposes that he wrought as a carpet weaver in Thompsonville for some months in the year 1830, and was discharged without previous notice, and that in the middle of a webb, and while he was there he never heard of any rule, either written or understood whereby notice was to be given, either by the men or the company when they wished to make a change That the aforesaid John Thompson do further testify that he wove carpets for the Thompsonville company in the years 1829 and 1830, and that prior to his leaving their employment he gave them no notice, to which no objections were made—he never heard of any rule or regulation as regards a weaver quitting their work without giving intimation beforehand, and the aforesaid James Welles do further depose that he went to Thompsonville in the year 1830, and that he began to work on a webb part of which had been wrought by a person who had been discharged without previous notice, that he wrought there till Nov 1831, at which time he left the Factory without giving the company any previous notice. That when he went to

the Factory, he understood that the company did discharge their workmen when they thought proper, and that a man could exercise the same privilege when he thought fit. When I told the Agent I was going to West Farms he replied a man had a right to do the best for himself.

I, Robert Thompson, of the Township of Saddle River, in the County of Bergen and State of New Jersey do testify and say, that from the first day of August, A.D. 1829, until the first day of August A.D. 1831, I was sole manager and one of the Partners of the Thompsonville carpet manufacturing company, located at the Township of Enfield, County of Hartford, and State of Connecticut, during which time I employed and discharged such hands as I thought proper. In the employing of said hands I know of no agreement or stipulation to give any notice to the hands of my intention to discharge them, neither was it made incumbent on the part of those in my employ to give any notice before quitting our employ – but on the contrary I always discharged such as I thought proper without notice, and those that saw fit left our employ without previous notice. The following persons are some of those which I discharged without notice, to wit John Bain, Alexander Winkie, and one by the name of Walker, given name not recollected, but more generally known as the Baker.

I do further recollect that during the months of July or August 1833, one Ewing McChristie was in my employ at the carpet weaving, when he presented to, and read a letter to me as coming from the hands employed at the Thompsonville carpet manufacturing company, in which letter I am satisfied nothing therein contained went in any way to persuade or deter persons from com-

ing to said works for employment, nor was there any thing expressed therein requesting aid from abroad

[45] Hugh Brown, of New Haven, in the State of Connecticut says, That we, the carpet weavers of New Haven, in the Summer of 1833, received a letter from the carpet weavers of Thompsonville, informing us of their turn-out for an advance of wages, in consequence of fancy fabrics being introduced into their work without any remuneration for extra labor—and a meeting was immediately called of the carpet weavers of this place, and it was unanimously agreed, to send assistance to those families who were in need of relief, as it is the custom of workmen in Factories in this country, to assist one-another in distress. The money sent to Thompsonville, was sent voluntarily, without any request on their part. I remember no letter from Thompsonville requesting us to prevent weavers from going there to work, nor did I know of any one being prevented from going there to work during the strike. I heard all the letters read that come from Thompsonville.

John Galt, of New Haven, in New Haven County, says, That I went to work in Thompsonville Carpet Factory in Connecticut, in 1829. I did not know of any rule or regulation in said Factory whereby the workmen on their part, or the company on theirs, were obliged to give fourteen days previous notice before quitting or dismissing. In the year 1831, I was discharged by Mr H Thompson without giving me any previous notice when I was to quit the Factory. I asked Mr H Thompson why he discharged me so abruptly, and he gave me no answer. When I was about leaving Thompsonville, Mr Martin handed a recommendation to me signed by Mr H Thompson,

the substance of which was the following· that I had been in the employ of the Thompsonville Carpet Manufacturing Company for the space of two years and a half, and that I had conducted myself with propriety, and was now discharged

Henry White, of New Haven, in the State of Connecticut says· I was one of the committee appointed by the Thompsonville Carpet weavers in the Summer of 1833 The said committee consisting of John Adams, President, George Black, Secretary, John Conner, Samuel Sturgeon, Henry White, William Taylor, James Alexander, and William Liddle, went to Jabez King's tavern, where John Adams drew out the first letter to our satisfaction. William Liddle read it, and each one of the committee wrote a copy of what he read to us — they were all alike, but were not all signed by the President and Secretary We wrote eight letters that night, viz one to James Welles, West Farms, Robert Young, Lowell, William Gibbs, Tariffville, Alexander Winkie, New Haven, Robert Wilson, Harsimus, John Park, Rochester, George Flood, Saxonville, Hugh Torrance, Baltimore; and John Adams and George Black, were appointed to write two of the same kind next day, one to Patterson and the other [46] to Norwich, but neither of them were authorized to write to Mr John H Miller of New York. The eight letters were handed to John Flood that evening, to take to the Post Office, but he was not in the committee, neither did he (John Flood) write any of said letters In a day or two after this, Mr. H Thompson the Agent called us together and read some regulations from the company, the purport of which were, if we did not go to work on or before the following Monday, our prices would be reduced.

The company was then requested to pay us for the work we had done, but they refused to do so. On Friday the 26th of July 1833, we sent an account of the turn-out, accompanied with the new rules and regulations, (which Mr H Thompson had handed to us) to the Editors of the *Old Countryman* for insertion in their paper, but they refused to publish them, when we wrote another one to the Editors of the *Working Man's Advocate*, which they inserted. On Saturday 27th, there was a meeting held in Mrs Metcalf's Orchard, when there was a paper sent to us from the company pretending to be an equalization of prices, but what we considered to be a reduction from our former prices. George Hewit proposed some alterations, which if the company would agree to, he thought might be acceptable to us. It was then unanimously agreed, that if any man had a desire to go to work, he might do so and there would be no hard thoughts towards him – and the same was done at two or three different meetings. On the morning of the same day that the old weavers agreed to go back to work, I attended a meeting called by Mr H Thompson at the company's office, when he (Mr. H. Thompson) requested that we should leave the place, and we told him that we would, provided he would pay us what money was due to us, which he refused to do, saying that the company would keep it to pay damages with. I heard Mr H Thompson tell the new weavers, that the prices were not reduced.

I, Andrew Black, of Norwich, in the County of New London, of lawful age, depose and say, that I was discharged from the Thompsonville manufacturing company's employ in the latter end of September 1832, without any notice previously given. The reason that

I was discharged, was that I refused to pay a sum of money that was exacted of me by the Agent of said company because I considered it unjust, which sum of money was exacted of me for happening to break a yarn pole. The Agent asked me if I was willing to pay the value of it, I told him yes, I would pay the value, which I considered to be two cents—he said it was fifty cents. He gave me the money that was due to me on the next pay day except the fifty cents. I asked him to give me the whole, but he said he would keep the fifty cents for the yarn pole, as he had the money in his own hands. I then told him he would be none the better of it. Better or not you will go from my employment, and I went to the shop where the loom was that I was weaving on, and he came down to see if I had gone to work so as to stop me if I had. Michael Kennedy [47] stepped forward to mediate between him and me—but he replied it was of no use, as he would not have me work any more. Then I wished him to measure my cloth that was in the loom which was I think about forty yards, and he agreed to it, and when the Overseer came he told him not to measure it until Monday. This was on Saturday, and on Monday the Overseer measured it. I then received my ticket correct, and went to the Agent and received my money, except the aforesaid fifty cents which was and still is unpaid.

I, David Galt, Jr., of Norwich, in the County of New London say, That I worked for the Thompsonville manufacturing company in the years 1830, 1831, 1832, and was discharged from their service in January 1833 without any notice. The reason alleged for discharging me was that I went out one evening about fifteen minutes to one Harris Meacham's tavern—

when I came back the Agent stood in the door of the Factory and damned me for going out, and would hardly let me go up stairs to get my coat - and said "by God I will soon have you out of this place" And he (the Agent) did not allow me to work any more

George Simpson, of New Haven . I commenced work at Thompsonville in the fall of 1830 Shortly after there were some articles put up on the shop door, which stated among other things that no man would be allowed to absent himself fifteen minutes unless he would give notice at the office The men quit their looms until the articles were taken down which was on the same day The double whites were reduced shortly after without any previous notice William Walker, James Crosley, and John Lohead, were discharged without any previous notice nearly at the same time Some time in 1832 there were regulations put on the shop doors which imposed a new order of fines, the weavers were unwilling to comply with them because they advanced in a double ratio after the 16th day. If the webb should remain in the loom over 15 days the fine would be one shilling for the 16th, two shillings for the 17th, four shillings for the 18th, 8 shillings for the 19th, 16 shillings for the 20th, 32 for the 21st, and so on without end The weavers met and sent for Henry Thompson, Agent - when he met them they (the weavers) told him it was unreasonable to think any man could be asked to work under such regulations He said they were a great deal worse than he thought they were, and he would have them taken down and altered, but he wanted more work done, and he wished to know what means he could take to accomplish it He was answered by the weavers that when a man did not suit him he had always dis-

charged him, and it was the only proper remedy Walker and Crosley were then spoken of by the weavers, as men who had always done a reasonable quantity of work [48] and he discharged them. He said he wanted their looms for the York Boys, for the company had agreed to learn them the trade, else he would not have discharged them at that time. Charles McGill and Robert Alexander have both said often in my hearing, that they were fined for having their webbs too long in the looms, when they were detained from their work on account of sickness in their families, (Robert Alexander had a child die) and when they gave these as reasons at the office, they were rejected. On the last Saturday in June 1833, James Boyle came from the office to the shop and told us that the company had refused to pay him the premium, and he refused to sign the Book—he requested a meeting of the weavers to be called—the weavers met & Boyle stated to the meeting that he had been detained for filling, and they would not deduct the time nor pay him the premium. The meeting appointed men to accompany James Boyle to the office, (I was one of the number) when we went there and talked with Mr Martin about it, he said he would pay Boyle but it would be the last premium that he would pay, for he had more trouble with premiums than all the rest of his other business.

A short time after this, a meeting was called by Mr Keys—he stated to the meeting that Mr Thompson would not pay him because he was going away. Mr Thompson was sent for, when he came he said the reason why he did not pay Mr Keys was he had not given legal notice. Mr Keys along with the rest of the weavers insisted that there was no specified notice required by weavers nor employers—it had been the

practice of the company to discharge men at any time they saw fit Mr Thompson gave in, paid Keys and he left the place soon after. Mr Thompson said at a former meeting he would discharge a man when he saw fit, and on being asked if a man would have the same privilege he answered, certainly As Mr Thompson was leaving the room the men said they had some grievances to state to him—these new fabrics which were lately introduced being more difficult to work, ought to be better paid; the double whites which had been reduced, we wanted restored to their former prices, and stripes with above two shuttles on the ground to the same as double whites, and double shot abouts $16\frac{1}{2}$ cents per yard Mr Thompson said he had no power to advance any thing on the prices, but if we would draw out a statement he would present it to the company when they met. A list of their grievances was drawn out and was presented, to which the company returned an answer A meeting was called to hear it read, in the answer the company said they would pay no more for weaving than they had paid The weavers being satisfied that the prices were lower than in some other Factories, concluded upon asking one half cent advance on the whole and quit work until it would be obtained This half cent was a fraction of the premium paid to them who put their pieces out in twelve days, which was taken away but a few weeks before this time George Black drew out some resolutions which were read to the meeting, and a vote taken whether they were [49] agreeable—they were nearly unanimously agreed to & their approval signified by passing from one part of the shop to the other There were four men appointed to deliver the resolutions, to the company—when they returned

they informed the meeting who were waiting for the answer, that Mr Orrin Thompson said to them they would send an answer soon. In a short time James Ronald came and said he had orders from Mr Thompson to turn us out and lock the doors—we all walked quietly out and met in Mrs Metcalf's lot. We then appointed John Adams President, George Black Secretary, and one from each shop to form a committee. It was agreed at this meeting that letters should be written to all the different Factories, letting them know what had caused us to turn out and also to inquire what prices they were receiving at their Factories. It was also at this meeting that the men were requested to conduct themselves with propriety, not to frequent taverns and grog stores, nor give offence to any one, and to keep away from rum barrels. When we were about leaving the place John Adams mentioned the bundle of sticks—the next meeting was Thursday the 25th, when Mr Thompson read the regulations of the company, which stated if we did not return to our looms on or before Monday, the prices would be reduced, and those occupying the company's houses would be allowed to stay no longer than Monday in them. We then requested pay for the work we had done, but it was refused. John Adams called a meeting on Saturday the 27th—it was held in Mrs Metcalf's orchard—a paper was read from the company pretending to be an equalization of prices, but in our opinion a reduction of our former prices. George Hewet proposed some alterations which if the company would agree to, he thought we would be satisfied with. It was then unanimously agreed to, if any man had a desire to return to work for the company to do so, and there would be no hard feelings toward him—

this was mentioned at two meetings besides Mr Henry Thompson was several times called on for pay, and particularly for cash for the tickets which we held from James Ronald for webbs finished and passed by him I had two and no cloth in the loom, my loom being in the same state that Andrew McKnights was in when he was discharged But Mr Thompson said he would pay no money to any man - on being asked why, he said the company would keep it to pay damages, and he likewise said we might sue for it, the law was open In the time we were out, I mean we who were out of the shops and out of jail, for there were four in jail and Mr Thompson was daily threatening to put more of us in, I was frequently at work in the fields, but I expected when I came home at night that I should be one added to the number of those confined Mr Chaffy was at this time building an addition to the house in which I then lived, and when I was at home he was very free in talking about the turn-out and about the Thompsons - he said he knew them all and was well acquainted with Orrin - he said he would send to Britain for weavers I replied that he might, his character was well known in Kilmarnock - he had a partner there - we [50] were hearing almost every day that the company intended to starve us into submission I remarked to Chaffy that I had lived before I ever saw Thompsonville, and I thought I could live if I were out of it, and I thought all the Thompsons put together could not starve me, & give me fair play I said I could stay out until the Factory would rot I likewise said that all the transactions would be pretty generally known among the Carpet Weavers and Thompson was acting against his own interest, and if the company were not very rich they

would ruin themselves by their conduct At any rate they would hurt the men for they had injured us all very much already I said I considered the charge which the company preferred against the weavers who were in jail was malicious and aggravating to workmen, because the profits arising from their labor & their skill were enabling Thompson to prosecute them for daring to stand up for their rights I said I thought no laboring man would dare to prosecute a rich man, or a rich company on such grounds as the company confined these men, and daily threatened the rest with like treatment About the last of August it was reported that some men had arrived at Smith's tavern in Enfield from New York, on their way to Thompsonville, and having heard that some persons had been made to believe that the weavers had turned in at reduced prices, I along with Mr Buckridge and some others went down to see them, for although a few of the old hands had gone in at the company's prices, the greatest number were still out I thought I was justifiable in making known to them the truth, that they might not be deceived When I went into the bar room at Smith's I saw a few I had some conversation with two of them, they said they had learned from the company that the weavers had gone in, and there were a few looms left, on account of Mr Thompson, not going to employ some of the men who were turned out—they were then told that there were only a few in, and we should have a meeting on Monday, if they pleased to attend they would see who were out They were then told that there were four men in jail for conspiracy, combination, intimidation, &c. but there never was any attempt made to intimidate any one, nor would we try to intimidate nor deceive them—

we had told them the truth, we neither would dissuade from, nor persuade them to any thing

Mr Henry Thompson was at Smith's tavern on the same evening, and requested a meeting at the office at six o'clock on Monday morning When we met with him at the office, he said we had been interfering with the company's business, and if we would continue to do so he had it in his power to confine us, and he certainly would do it—he requested us to leave the place We told him if he would pay us what he owed us, we would leave it as soon as possible He said he would pay no money, that the company would keep that for damages The company at this time owed me about 26 dollars, and I understood that the whole number of weavers had a claim upon the company for about 1500 dollars

[51] James Craig, of New Haven says, That a letter was received from the carpet weavers of Thompsonville in the Summer of 1833 addressed to the carpet weavers of New Haven, informing us of their turn-out for an advance of wages in consequence of fancy fabrics being introduced into their work without any remuneration for extra labor, and a meeting was immediately called of the carpet weavers of this place, and it was unanimously agreed to send assistance to those families who were in need of relief, as it is the custom of workmen in Factories in this country to assist one-another in distress The money sent to Thompsonville was sent voluntarily without any request on their part I read all the letters that were sent addressed to the carpet weavers of New Haven I remember no letter from Thompsonville requesting us to prevent weavers from going there to work, nor did I know of any one being prevented from going

to Thompsonville to work I am a carpet weaver, and have lived with, and worked for Mr P S Galpin in New Haven for more than four years last past, and further the deponent saith not

Samuel Cleeton, now of New Haven doth on oath testify and say, that in the year of 1831, I went to work in the Thompsonville Carpet Factory, and continued there for about 12 months, when I left that place and went to Philadelphia In the summer of 1833, I was in Thompsonville while the weavers were out of employment, and was in company with William Taylor, John Hanson and others Wm Taylor made particular inquiries of me about my father—in the course of conversation I mentioned my pecuniary circumstances which were very low Wm Taylor said he would lend me a dollar, and did so, in presence of J Hanson, John Elder, & David Gibson—about two months afterwards I paid him the dollar There was none in Thompsonville that tried to prevent me from going to work, nor did any of the weavers advise me to go away from Thompsonville, but some of them told me to go to work if I chose I was discharged at the same time with John Park, Richard Currie, John Flood, Richard McDowal and some others, because we refused to board where Mr H Thompson wished us

Peter Arbuckle, of New Haven says, That a letter was received from Thompsonville in the summer of 1833, addressed to the carpet weavers of New Haven, informing them of their turn-out for an advance of wages, in consequence of fancy fabrics being introduced into their work without any remuneration for extra labor, and a meeting was immediately called of the carpet weavers of this place, and it was unani-

mously agreed to send assistance to those families who were in need of relief, as it is the custom [52] of workmen in Factories in this country to assist one-another in distress

The money sent to Thompsonville was sent voluntarily, without any request on their part, I remember of no letter being sent from Thompsonville requesting us to prevent weavers from going there to work, nor did I know of any being prevented from going

I, Arthur Dick, of Norwich depose and say, that in the fall of 1833, there was a turn-out for wages at the Thompsonville manufacturing company I had been there some years before this turn-out It lasted four or five weeks, when Mr Thompson sent fourteen or fifteen men from New York to Thompsonville Factory These men stopped about a mile out of town, or from the Factory, and staid at Mr Smith's tavern We heard that these men had come to Smith's tavern, and we went down to see them There were six or seven of us going down to see the men, and we met Mr Thompson and Mr Martin, and when they saw us going, they turned their horse and waggon about and drove back to the tavern and got there before us Mr Thompson and Mr Martin said there would be a meeting in the office the next morning, and they wished us all to attend After this they went home directly, and there were two men standing there, one of them named James Hunter, and one by the name of Simpson I knew James Hunter in the old country I had not seen him for ten years before that time I asked how he was, and how long he had been in this country, and if his parents had come to this country, he said they had I asked him if he was come to Thompsonville to live, he said he was come to live there I asked

him what he was going to do, he said he was not going to weave. I told him they had a great demand for weavers, but they had got bosses a plenty. I told him there had been a strike there for some time, and that there had been four men put in jail because they would not work for what the Agent had a mind to give them. I told these men that they had better not mind any thing that we said to them, but as there was to be a meeting of the men and Agent at the office the next morning, they could there see and hear and judge for themselves.

Before I went home that night I asked Mr Hunter and Mr Simpson to take something to drink. I told Mr Hunter there were two or three men from Ayr at work in the Factory—he said perhaps he would know them. He asked me their names. I told him there was one Richard Currie, he said he knew him—he told me that he wished to see that man. I told him that I would send him down in the morning, and in the morning he went down.

There were two double teams brought them into town and landed them at Scrimgeour's tavern. There were six or seven of the old hands standing near the said tavern, and we went in soon after them into the tavern. Shortly after we went in I saw Mr Thompson there in the tavern. One of the old hands by the name of John Elder was talking to these new hands from New York. Mr Thompson [53] told him that he had no right to speak to the men at all—he had no right there. John Elder told Mr Thompson that he would speak to whom he pleased in a public tavern, and that he had nothing to do with it.

I was boarding at Mr Martin's and he told us that he could not board us below two dollars per week.

We told him that we would leave him—he said he would board us no less, and Richard McDowell, John Hanson, James Sims, myself and two or three others left him and found a new place to board. This was on Saturday night that we went to our new boarding house, and on Monday morning there were a list of names sent to us to come to the office, they were the names of some of those who had changed the boarding house. We went up to the office and Mr Thompson told us that if we would not go back to our old boarding house and pay two dollars per week he had no more work for us. We wished him to measure our cloth and we would go. He said he would not. We asked him to pay for the work we had finished—he did not do it but went away.

Question by the defendants. Did you or did you not when at Smith's tavern use any influence with the men from New York, to persuade them not to go to Thompsonville to work in the factory? *Answer* I did not.

Question by do. Did you or did you not consider yourself discharged when you was turned out of the Factory on the 24th of July 1833, by James Ronald? *Answer* I did. I went and took all that belonged to me out of the Factory.

Question by do. When you went into Mr Scrimgeour's tavern, was there or was there not any rush, or did you walk in quietly? *Answer* There was no rushing in, but all walked in in as quiet a manner as any six or seven men would walk into any tavern.

I, Richard McDowal of Simsbury, Hartford County, of lawful age, depose and say that on or about the 1st of July 1833, Mr Henry Thompson was called on by Mr Keys to come to the shop to consult

with the weavers concerning his not paying Mr Keys James Anderson asked Mr Thompson the reason of his not paying Mr Keys for weaving Mr Thompson said that he had not formerly paid the men when they left without notice But Mr Thompson paid Mr Keys - after that Mr Thompson said that he would have regulations drawn up so that every man should see them and then there would be no misunderstanding Mr Wm Taylor said to Mr Thompson before you put them up you will show them to us, so that we can see whether we shall be satisfied with them or not Mr Thompson said he would - some of the weavers said to Mr Thompson we have some grievances to lay before you - there is some new Fancy Fabricks, Double Whites and stripes, which had more work on them than what they had been doing Mr Thompson said that was nothing to him - but the company was again to meet soon and the best way [54] was to draw up a petition and lay it before the board for more wages on the Fancy Fabricks, Double Whites and stripes - the petition was drawn and sent to the company on the 24th of July 1833 - with a request to have an advance on those pieces above mentioned, the company answered and said they should give no more - then there was a meeting of the weavers called and the company's answer was read to them saying that they should not give any more, the weavers then passed Resolves and sent them to the company, saying that if they would not pay them an advance they would not work, and we were waiting for the company's answer, when Mr Ronald came to the shop and said that he had orders from Mr Thompson to order the men to quit the shop and to lock the door, and we all quit the shop as was ordered, and went into Mrs Metcalf's lot near by -

there the question was put to each man, whether he would go back to work or not. Every man said that they would not unless we got the prices asked for. We then appointed a committee to write to other Factories to let them know that we had quit work, and the reason of our quitting and to have them write to us what prices they had. Some time afterward, we had another meeting to receive propositions from the company. Mr Adams was present, and said that he had made propositions to the company, to have us go to work again. James Taylor and myself, told him, that if he made any, to make for himself, and not for us. At that meeting, there was men appointed to see Mr Thompson, and request him to pay the men the money then due, the answer came back, that he said he should not pay any man, until they had finished their pieces in the loom. About one week after we quit work I heard George Simpson ask Mr Thompson to pay him for the pieces he had got out, and Mr Thompson said no.

Question by the defendant. At the time we were ordered out of the shop by Mr. Ronald, whether you did not consider yourself discharged from work.
Answer by the Deponent. I did.

Question by the Defendant. Were you at Smith's tavern on Sunday evening when the new weavers came from New York?
Answer. I was.

How many of the old weavers were present?
Answer. I should think about seven.

Did you have any conversation with the men from New York?
Answer. I did not, but saw Mr Thompson and he requested me and some others to call at his office in the morning.

Question. Was you at Mr Scrimgeour's tavern when the new weavers came on?
Answer. I was.

Question Was there any thing said to the new weavers by the old weavers to discourage the new ones from going to work? *Answer* There was none in my hearing

Question Was you present there until the new weavers went to the shop? [55] *Answer* I was

Question by the Defendant When you went to work for Mr Thompson did you agree to give any notice to him when you quit or was he to give you any?

Answer No, I was at option to go when I pleased or he to turn me away when he pleased, and he has discharged me once previous to the 24th of July 1833, without notice and would not pay me what was then my due, and the reason of it was because I would not board where he wanted and pay more price than what I had been paying, but afterwards I made an agreement with Mr Thompson and went back to work again

Question Did you ever know of Mr Thompson's discharging any body before the pieces were out?

Answer I did know him to discharge Thomas Bradbury and measured what was then done, and further the deponent saith not

I, John Lohead of the Town of Newtown, do testify and say that I went to work for the Thompsonville Manufacturing company in AD 1830, and was discharged in 1831 from said Factory, without any previous notice having had my Cloth taken out of the Loom and measured up to the reed, and received payment in full for the same, and furthermore, I testify that in 1833 I was in Thompsonville at the time of the dispute between the workmen and their employers and visited my relations John Ronald and James Taylor I left there of my own desire and free will without any one requesting me to do so no one trying

to prevent me from working in Thompsonville at that time.

We, John Lynch, John Bailey, James King, Samuel Lyle, Samuel Donough, William Brown, John McKechnie & James McQueen, Carpet Weavers of Baltimore, of lawful age, depose and say, That neither we nor any of the carpet weavers of Baltimore ever heard, or had any knowledge of any difficulty existing or likely to occur between the Thompsonville Manufacturing company and the weavers in their employ previous to the receipt of a letter directed to Hugh Torrance signed by John Adams, President, and George Black, Secretary, dated we believe about the later end of July 1833, which Hugh Torrance read to us and others From that letter we received the information that the weavers in Thompsonville had stopped work on account of certain grievances which the company refused to redress and were then out of employment and being led to believe that there were some of the weavers weak or of low circumstances who, without some pecuniary assistance must ultimately be obliged to submit to what the weavers here had no doubt was arbitrary and oppressive measures, that the Thompsonville company wished to impose upon them This consideration induced the carpet [56] weavers here in Baltimore to enter into voluntary subscriptions for the relief of whatever hands among the weavers at Thompsonville were weak and needed it, and might be in distress, not being in employment The money being thus raised was forwarded to the weavers in Thompsonville, and did not amount to more than \$100, part of which was sent back by them, having come to hand either after they had or about the time they went to work There was no money ever solicited by letter or

message from us by the Thompsonville weavers or by any others in their behalf, this money was not raised and sent on in pursuance of any combination to injure the Thompsonville company or prejudice their business in any manner, no such combination existed here or any where else as we know of This money was raised and transmitted to them on the same principle that is usual for us to raise and transmit money in a variety of other cases for the purpose of assisting individuals who have been brought into distress, whether by want of health or any other incidental circumstances, by fire or otherwise, whereby they have been thrown out of employment—their case being considered worthy and needing help We know of nothing that has been done by the Weavers of Thompsonville, & are sure that nothing has been done here, nor was any letter or message received from them by us or others that we know of to prevent hands from going on to work, in the Thompsonville company's employ, nor do we know of any one being prevented that would otherwise have went The letter that was read to us by Hugh Torrance has been sent to William Taylor at Tariffville, and further the deponents say not

I, Robert B Wilson, who being duly sworn, depose and saith, that some time in the summer of the year 1833, he the deponent received a letter from a person, or rather the persons of the names of John Adams President, and George Black Secretary, which letter is lost or mislaid or perhaps destroyed, this deponent knoweth not which, nor has this deponent at this time any distinct idea of the contents of said letter And furthermore this deponent testifieth that he received one other letter, in November AD 1835, through the hands of Orrin Thompson, which said letter was

signed John Adams dated November 16th 1835, and which said letter this deponent put in the hands of Robert Glenn – and further this deponent saith not

Robert Glenn (Recalled and is shown a letter addressed to Robert Wilson) That is the letter I received from the hands of Mr Robert Wilson [The letter is here read and is as follows.]

Thompsonville, Nov 16th, 1835

MR ROBERT WILSON

Sir, having an understanding that you will be called upon to give testimony as to the contents of the circular letter sent to you from this Factory at the time of our strike, I have thought proper to give [57] you a hint of the particulars contained in it, as I am doubtful you will not be able to produce the original

It was dated July 25th, 1833, wrote by Samuel Sturgeon, committee-man, and signed by me as President, and George Black as Secretary, and to give you and your brother weavers information that we had turned out for higher wages, which was $\frac{1}{2}$ cent on all plain grounds, and a whole cent on stripes, and double whites, and asking your approbation of our doings or not, and ordering you to use all influence to keep all people from coming here in search of employment, until we would obtain our object, and likewise if you approved of our conduct we would look to you for support under our undertaking This was I think about the substance of the letter sent you under my inspection at that time The contents of this letter I hope you will make known to none except Mr Haight, who I expect will be called upon for testimony on the same purpose Yours most Respectfully,

JOHN ADAMS

MR ROBERT WILSON, Hersymus Carpet Factory, New Jersey - per favor of Mr Thompson

HENRY THOMPSON (recalled) Robert Thompson had no power to discharge men Winkie, Galt and Lothead were discharged for intemperance Robert Thompson had a difficulty with the company & workmen Two men by the name of Crosby were discharged for the same cause.

The testimony was here concluded upon both sides During the progress of the trial several questions were raised, as to the admissibility of the testimony offered under the Plaintiffs' declaration, but it is not thought necessary to insert them The case was elaborately argued by the counsel for the respective parties It was claimed by the counsel for the Plaintiffs that if a man conspires for an end lawful, or unlawful, he conspires the means That if a man conspires means, the natural effect of which is to produce a certain result, he conspires that result That the Defendants did conspire both the end and the means The end was the stoppage of the Plaintiffs' works. The means by which this was to be effected was, 1st, by [58] depriving the Plaintiffs of the hands in their employment, and 2d, by throwing impediments in the way of their procuring other hands That in tracing out a conspiracy it was necessary to look at all the circumstances of the case The relative situation of the parties at the origin of their difficulties, and the manner in which each conducted until the company resumed their operations

The testimony was thus completed, by which it was claimed that the various means set forth in the declaration as having been adopted by the defendants to accomplish their object had been fully made out

The Defendants' counsel claimed that the Plaintiffs must prove 1st, a combination, 2d, that the combination was unlawful. That the intent of the combination was effected. That to sustain a civil action, the intent must be acted on, and the acts proved.

The Defendants then claimed, that a combination among workmen not to work below certain prices, was not an indictable offence under our law, and laid no foundation for a civil action.

That this was the sole object of the Defendants, and although a temporary suspension of the Plaintiffs' work might result from the laborers leaving their employment, yet their object, and the means of obtaining it were both lawful, and that no other means had by them been resorted to, than the weapons of truth.

The counsel then examined the sources of evidence by which the Plaintiffs attempted to prove their declaration. 1st, the parol, 2d, the written evidence. As to parol proof, it was said no evidence of any unlawful acts going to establish a conspiracy was adduced except from John Adams and John Ronald. That as to Adams, all his testimony relative to the course taken in the public meetings, the votes passed or acts done to interfere in any way with the company, or to prevent other hands from coming—in short, that all the principal facts testified to by him, were sustained by no other solitary witness on the part of the Plaintiffs, and were substantially contradicted by every witness whose attention was called to his evidence on the part of the Defendants, and that as to Ronald who testified but to one or two facts of any importance, he was sustained by Adams only, and contradicted by the united voice of the rest. In addition to which, that he had testified twice before, and did not allude to the facts which the Plaintiffs

now attempted by his testimony to establish. They further claimed that although their own most important witnesses were now, and since the strike had continued in [59] the Plaintiffs' employment, and liable at any moment be discharged, that even by these witnesses, they had conclusively shown that no object was ever proposed, or attempted, but to obtain a reasonable addition to their former wages.

That the written evidence consisted, 1st, of the Petition 2d, the Resolutions and 3d, the Circular Letter.

That the Petition was admitted to be respectful and proper. That if laborers had a right to decline working except at specified prices, there was nothing in the Resolves that were liable to objection. That as to the Circular, it contained nothing but the truth, and that the defendants had an unquestionable right to send letters to other Factories, or to individuals, containing the truth as to the differences that existed between them and the Company.

The Defendants claimed that it was not contended they had done any acts, except at the public meetings, or by authority given them at the public meetings. That all the proof to implicate them was the acts of others.

They then contended that they could not be affected by the acts of others, unless it was shewn that such acts were done in pursuance of an agreement to which they were parties. That the first meeting in the shop was held with the knowledge and approbation of the company, and to receive from them an answer to their petition. That no agreement was then entered into, except what is contained in the Resolves sent to the Company. That the shops by order of the Company were immediately closed, and that all the combination

which was ever entered into when the Defendants were present, or in which they had any agency, was not to work, and to authorize the Committee to write to other Factories to tell the truth, and that if the Jury found these facts to be true, then all the subsequent acts or declarations made or done by others, could not affect the defendants

[Here follows an examination and criticism of the testimony of John Adams]

[61] The trial commenced on Monday, and the argument was concluded on Friday evening, when Chief Justice Williams proceeded to charge the Jury in an able, lucid, and impartial manner. He explained to the Jury the nature of the action, commented at large upon the testimony adduced by both parties, and as to the principles involved in the case he instructed the Jury that the Plaintiffs must prove a combination by the Defendants to do an unlawful act, or to do a lawful act by unlawful means, to the injury of the Plaintiffs

The charge in the Plaintiffs' declaration, was a combination to injure and destroy the Plaintiffs business, and it is alledged to have been entered into on the 24th day of July, 1833, and continued until the 27th of August following. The Defendants claim that as the Plaintiffs have given evidence tending to shew a conspiracy on the 24th of July, they cannot prove one upon any other day. The law does not consider the day material. The Plaintiffs are not confined to the day stated in the declaration, nor to the fact that they have attempted to prove the conspiracy upon that particular day. If they have succeeded in proving the conspiracy on any day between the 24th of July and the 27th of August, it is sufficient

The testimony relative to the meetings after the first day, is also proper, as tending to shew a conspiracy upon that day

If a conspiracy is proved to have been entered into by the Defendants and others, it has heretofore been holden, that it was not material that the others were not named in the declaration

The act of conspiracy may be proved by direct evidence, or by circumstantial, and when proved, the acts or declarations of other persons who are not defendants, in pursuance of such concert, or conspiracy, is evidence against the defendants

That such acts or declarations of others, are not to be regarded as evidence of the combination or conspiracy itself, so as in that respect to affect the Defendants.

The act charged upon the Defendants in this case, is a conspiracy to interrupt and destroy the Plaintiffs business. The Defendants claim that there was no agreement or concert on their part, except an agreement not to labor below certain prices. If that was the real nature of the agreement between the Defendants, or the Defendants [62] and other workmen, it has been determined in this Court that such agreement is not by our law an indictable offence, nor the subject of a civil action. But if the Defendants conspired to interrupt and destroy the business of the Plaintiffs, and thus compel them to pay the wages demanded, and have thus interrupted or destroyed the Plaintiffs' business, and the Plaintiffs have thus suffered damages, they are entitled to a verdict against the Defendants

On Saturday morning the Jury returned a verdict of not guilty in the following form:

"In this case the Jury find that the Defendants are not guilty in manner and form, as the Plaintiffs in their

declaration have alledged, and therefore find for the Defendants to recover their costs

WILLIAM ALFORD, *Foreman.*

A true copy of verdict of Jury in said case

PHILO A GOODWIN, Clerk of Superior Court "

The sum demanded in the declaration was fifteen thousand dollars. The Defendants were in prison for a time upon the charge of conspiracy, at the suit of the Plaintiffs. The Defendants obtained a verdict in their favor in the County Court from which the Plaintiffs appealed. Another trial was had in the Superior Court in which there was no verdict, and the trial here reported was the third which has been had in this case. The nature of the charge, together with the attendant circumstances, and the importance of the principles involved, rendered this case one of unusual interest, and the result it is believed has met with public approbation

Counsel for the Plaintiffs, Wm Hungerford, and Wm W. Ellsworth, Esq^m For the Defendants, Calvin Goddard, Samuel H. Huntington, and Francis Parsons, Esq^m

As the Reporter has been unable to obtain from either of the Counsel who argued the cause, even an epitome of their arguments, and as he took no minutes of them at the trial, he is unable to give any other than a very brief outline of the positions taken by them for their respective clients.

[63] (Note A)

Thompsonville, July 23d, 1833

TO THE THOMPSONVILLE CARPET MANUFACTURING
COMPANY

Gent We the undersigned, weavers in your employ, having had an interview with your Agent respecting some grievances which we complained of, we requested him to redress them, but received for an answer, that he had not any power in the matter, and was advised by him to make out a statement of them and present them before you at your meeting

We therefore respectfully submit the following particulars for your consideration. The introduction of new and fancy fabrics are alike beneficial to all the employed, as well as the employer. But when there is additional labor, it is right the laborer should have remuneration for his extra work. Therefore you know for instance, that fabric lately introduced, called a double shot about, is a great deal more difficult for the weaver to get along with, and we think should be paid at one shilling per yard. The double grounds also should at least have one half cent additional as formerly, & the same for stripes with above two shuttles on the ground. To the above grievances we solicit your attention. Our requests are so moderate that we think they only want to be represented to you, to have them redressed^o

(Note B)

The Thompsonville Company have this day received a petition from the weavers in their employ, soliciting

^o Seventy-one names were signed to this Petition.

an increase on the prices of weaving, and in answer, the Company request their petitioners will seriously consider the following facts

The Thompsonville Company desire at all times to be on the most friendly terms with all persons in their employ The Thompsonville Company, possessing a full knowledge of the present situation of the Carpet Manufacturers in the United States, are decidedly of opinion that the profits on the business are not such as to warrant any increase on the prices now paid for weaving; and the Company believe it will be most for the permanent interest of the weavers in their employ, to combine to work at present prices

The Thompsonville Company believe their petitioners must be aware of the reduction which has already taken place in the duties on Carpeting, and that it is necessary for American Manufacturers [64] to be able to meet Foreigners in the markets of this country The duty on Ingrain and Venetian Carpetings (formerly stood at 40 cts per square yard, and in March last was reduced to 35 cts per yard, and a further reduction of 3 cts per yard is to take place in January next, which will then make the duties 32 cts per square yard. The Thompsonville Company would inform their petitioners that the styles of goods on which they ask an advance, command no higher price than other descriptions, and that the Company are obliged to make such styles as their customers order The Company presume their petitioners must be satisfied that no favors have been shown to particular persons, but all have been placed on the same footing

The Thompsonville Company believe that their petitioners will best promote their own interests by

continuing to work as heretofore By order of the President and Directors—

GEORGE W MARTIN, Secretary
Thompsonville Company's Office, July 24, 1833

(Note C)

Thompsonville, July 24th, 1833
GENT OF THE THOMPSONVILLE MANUFACTURING
COMPANY

We the weavers in your employ, having received your answer to our petition, when we immediately held a meeting, and came immediately to the following resolutions, viz

1st Resolved, That all plain grounds shall be paid as follows, at the rate of 15 cents per yard, and fines at 11 cents per yard

2d Resolved, That all stripes above two shuttles, and double whites, shall be paid 15½ cents per yard

3d Resolved, That all Double shot abouts shall be paid at the rate of 16½ cents per yard

4th Resolved, That the three plies shall be paid at the rate of 30 cents per yard

5th Resolved, That we shall not return to work until the above grievances are redressed

(Note D)

RULES AND REGULATIONS All persons who enter the employ of the Thompsonville Company, will be considered as assenting to the following rules.

1st Any weaver leaving the employ of the Thompsonville Company shall give notice of the same before commencing their last piece, the same notice shall be given by the company to the weaver

2d All weavers keeping a piece of Fine Carpeting

over twelve days – a piece of Super fine over fifteen days – a piece of three ply [65] over Twenty one days – shall be liable to be discharged unless in case of sickness or some reasonable cause and which will only be allowed when duly reported at the Office

3d No reading of Newspapers or other publications will be allowed in any of the Weaving shops, and any one found so doing, will be fined One Dollar for the first offence and for the second discharged

5th No smoking shall be allowed in any building belonging to the weaving department Any man so doing, will be fined Five Dollars and forthwith discharged

6th Any weaver wishing to be absent more than one day must give notice of the same at the Office

Thompsonville Company's Office, July 25, 1833

The Thompsonville Company inform the Weavers who lately have left their employ, that unless they return to work by Monday morning next, they will not after that day be allowed to enter the Company's employ on the same terms as heretofore And all those who occupy Houses belonging to said Company are hereby notified to quit the same on Monday next, unless they return to work By order of the President and Directors.

HENRY THOMPSON, Agent

(Note E)

Prices which the Company offer to pay for weaving, in lieu of former prices provided the weavers accept the same on Monday, or they can have the former price say – 14½ Cents per yard.

| | |
|--|-----------|
| Plain ground and top or two Colored Supers | 13½ Cents |
| " " " " shaded Supers | 14½ " |
| Double " " " " Colored Supers | 15 " |

| | | |
|--|-----|-------|
| Striped grounds over 3 Shuttles Shaded | 15 | Cents |
| Shot about ground and top | 15 | " |
| Three ply and Fines to be paid as formerly | | |
| Prices the Company will pay after Monday— | | |
| Plain ground and top or two Colored Supers | 12 | Cents |
| Plain ground and top shaded | 12½ | " |
| Striped ground over 2 Shuttles | 13 | " |
| Double Super ground and shaded top | 13 | " |
| Three ply Supers | 27 | " |

FINES

| | | |
|--------------------------------|----|-------|
| Plain grounds and top | 9½ | Cents |
| Plain ground top shaded | 10 | " |
| Striped ground over 2 Shuttles | 10 | " |

Thursday, July 25, 1833

[66] (Note F)

The Thompsonville Company and the weavers in their employ, have this day agreed that the prices for weaving after the 1st day of January will be 10½ Cents for fine 22 pair, and 14½ Cents for Superfine 26 pair in the Loom, and further that the above price shall continue to be paid from the 1st of January 1830 to the 1st January 1831 — and the present price now paying shall be continued and paid to all pieces brought out of the Loom before the 1st January 1830

(Note G)

Article of agreement made and entered into by and between A B of the town of Kilmarnock on the one part and James E Smith on behalf of the House of Andrews, Thompson & Co, of the City of New York, in the United States of North America on the other part—

Witnesseth, That the said A B doth hereby covenant and agree with the said J E S for and in con-

sideration of the sum of six pence sterling to me in hand paid, to my full satisfaction, to engage with the Thompsonville Carpet Manufacturing Company on my arrival in America for the period of two years, for the purpose of weaving Carpeting The said Company to pay me the same price they pay to other Weavers in their employ, or the usual price paid in that country for Weaving

And in case I the said A B do not fulfill the above specified agreement, I hereby agree to forfeit and pay to the said A T & Co , the sum of Two Hundred Dollars without offset or defalcation

I the said A B do also agree that the sum advanced for my passage to America (as stated in my promissory note given to the said J E S) shall be deducted from my wages by weekly instalments as earned after supporting myself

In witness whereof, I hereunto set my hand and seal this - day of March in the year of our Lord 1829

(Note H)

Thompsonville, July 24, 1833

MR GEORGE FLOOD AND OTHERS-

We the undersigned in the name of the Thompsonville Carpet weavers take this early opportunity of intimating to you that we have this day struck work for an advance of wages in consequence of Fancy Fabricks being introduced into the work without any remuneration for extra labor, such as shot about top and bottom interspersed with shading, for which we ask 2 cents more than is paid for solid grounds. The double whites for which we received formerly 16 cents but which they reduced repeatedly until they brought them to the level of single grounds, namely 14½ cents - also

we had a [67] premium of 50 cents if we finished them in 12 days of which they have deprived us, and we look upon this also as a reduction of wages For double whites, we ask 15½ cents – also for stripes we ask 15½ cents with above 2 shuttles on the ground – for all others we ask 15 cents per yard, which is only one half cent on the yard exclusive of the premium – also we ask 11 cents for fine, which is no more than what is paid in some other places As we anticipate that our employers will advertise for hands, we deem it our duty to let all men know on what grounds they are wanted here Will you please send us a statement of your prices, and do not lose a post – also your opinion of our conduct, which we hope will meet your approbation, along with all others connected with the trade – by order of the Committee

JOHN ADAMS, President

GEORGE BLACK, Secretary

The following is the letter alluded to by several of the witnesses during the trial, which was published in the N Y *Working Man's Advocate* of August 24th, 1833, and which was read in Court at a former trial of this case It was not read at the last trial on account of its being mislaid

TO THE EDITOR of the *Working Man's Advocate*, New York

Sir As you have professed yourself the Working Man's advocate, and have repeatedly offered them the use of your columns, particularly when any portion of them are laboring under difficulties with their employers, we have been induced to address you on the present occasion

The press is the great palladium of liberty; and when we find an individual connected with it possessing spirit

enough openly to espouse the Working Man's cause, it is the duty as well as the interest of that class to support and encourage him, and to furnish him with information of the difficulties we often labor under, in order that he may have the means of defending us and of putting the whole laboring community on their guard. Impressed with these views, Mr Editor, and actuated a little by self-interest, we have thought it right to send you an account of some difficulties which have occurred between the carpet weavers and their employers in this town, that you may publish the same. We may tell you, by the by, before proceeding farther, that we sent a copy of our proceedings to the editors of the *Old Countryman* for publication, that paper, from the nature of its contents, being much read by foreigners, of whom carpet weavers mostly consist. Its editors thought proper, however, notwithstanding our offer of payment, to refuse our request, and give us some paltry excuses not altogether free from unfair influence.

To our statement then. Having had an interview with the company's agent on the 24th of July, in order to settle some dispute that [68] had arisen between one of the weavers and him, and which concerned us all, and that being amicably settled, we requested him to allow us a small remuneration for fabrics, some of them newly introduced, which required extra labor to get along with. The advance was so trifling, and at the same time so just, besides its being allowed in most other Factories, that we thought it only wanted to be laid before the Company to be granted. However, they decided otherwise, and peremptorily refused to grant our request; upon which, considering we were paid below the average rates in other parts of the Union, we

took higher ground, and requested one half cent advance on the yard on all kinds, and refused to work for less. Upon this last proposition being presented to them, they sent down their Foreman, with orders to turn us out and lock the doors of the Factory. Next day, we met, by appointment, the Agent, who read to us the resolutions of the Company. They were to this effect that unless we went in on or before the 29th, our wages (like those of the Armory people in Springfield) were to be reduced 17 per cent. Now, add three per cent, the advance we ask, and it makes a difference, as we now stand, of twenty per cent. They added to the resolutions a string of articles, a copy of which we have sent you, which we, in particular, wish you to publish, and they notified the householders under them to leave their houses immediately. Thus matters stood till the tenth of August, when, to add lustre to the beauties of the "American System," four of our hands were Arrested, upon God knows what authority, and Committed to Prison, upon a charge of maliciously combining, conspiring, &c &c—the damages being laid at fifteen thousand dollars!!!

The above will afford you materials for comment. A niche in your useful columns for these observations, or as many of them as will leave our case fairly stated, will confer a benefit on your friends here, and we hope on the working men generally. There are upwards of seventy weavers turned out, to which add winders and others, and they will amount to about one hundred. You will observe, too, that the men arrested are, apparently, selected at random, and are guilty of no crime except that of refusing to work for what the Company is pleased to give.

We ought to have stated before, that the company

refused, from the first to pay us our wages — even that part for which we have receipts from the Foreman. They have from twelve to fourteen hundred dollars of our money in their hands.

Enfield, Conn. August 12th, 1833.

2 WILLIAM TAYLOR v THE THOMPSONVILLE
CARPET MANUFACTURING COMPANY

From the Record, Hartford County Court, November Term, 1834.

TO THE SHERIFF OF HARTFORD COUNTY or his Deputy or either constable of the town of Enfield in said County Greeting

By authority of the State of Connecticut you are hereby commanded to attach to the value of six thousand dollars the goods and estate of the Thompsonville Carpet Manufacturing Company, an incorporated company by the laws of this State, having its manufacturing establishment and office of business at said Enfield in the county aforesaid; and also to summon said company to appear before the County Court within and for the County of Hartford, next to be holden at Hartford in and for said County on the second Tuesday of November AD 1834 then and there to answer unto William Taylor of Simsbury in said County, plea of the case whereupon the Plaintiff declares and says, that the Defendants are an incorporated company incorporated by an act of the General Assembly of this State passed at its session begun and held at New Haven on the first Wednesday of May AD 1828 by the name of the Thompsonville Carpet Manufacturing Company, for the purpose of manufacturing carpets, wool, cotton and other manufactures in the most advantageous manner, and by that name were authorized and empowered to purchase hold and convey such real estate in the County of Hartford as shall be necessary for the purposes of said corporation – also to sue and be sued – plead and be impleaded – to answer and be answered unto in any court of record, with a capital of one hundred and fifty thousand dollars – and

with power to appoint a President Directors, and all other necessary officers and agents to conduct the business of said corporation; and to have and use a common seal and to alter the same at pleasure – and said company was duly organized and commenced the business of manufacturing carpets at Enfield aforesaid according to the provisions of their said act of incorporation – and so continued organized and manufacturing carpets and transacting their said business up to, on, and ever since the 9th day of August A D 1833 – and the plaintiff says that the Defendants on said 9th day of August A D 1833, not having any reasonable or probable cause of action whatever against the plaintiff, but wrongfully and unjustly contriving and intending to injure, oppress and imprison the plaintiff, falsely and maliciously procured and obtained from Isaac Toucey Esq Justice of the Peace within and for the County of Hartford a writ of attachment at the suit of the Defendants against the Plaintiff and others viz Edmond Gorman, Thomas Norton and Wallace Bailey, directed to the Sheriff of Hartford County his Deputy or any Constable of the town of Enfield in said County commanding them to attach to the value of fifteen thousand dollars the estate of the plaintiff and others mentioned in said writ as aforesaid and for want thereof attach his and their bodies and them have to appear before the County Court to be holden at Hartford within and for the County of Hartford on the second Tuesday of November A D 1833 then and there to answer unto the defendants in an action on the case in which the defendants alledged and set forth that on the 24th day of July 1833 at said Enfield they were the owners and possessors of a place called Thompsonville in said Enfield and land and buildings and privileges of water

of great value, to-wit, of seventy-five thousand dollars which they used and occupied for the purpose of manufacturing carpets and also a great amount of machinery implements of various kinds and other personal estate of great value, to-wit of forty thousand dollars used by them for the purpose of manufacturing carpets as aforesaid and had there and elsewhere a great amount of wool, yarn and other stock of great value to-wit of the value of one hundred thousand dollars, which the defendants had as they pretended in their said writ for the sole and only purpose of manufacturing into carpets—also that they then and there had in their employ one hundred persons in their said business of manufacturing carpets—and among others sixty ingrain carpet weavers, and had there many contracts at that time of great value entered into by them for the delivery of carpets, then soon to be performed, and were prosecuting their said business profitably to the amount of one hundred and fifty thousand dollars per annum all which the Defendants in their said writ claim was well known to the Plaintiff and others mentioned in the defendants' said writ—and that they well knowing the same and intending and contriving to injure the defendants, unlawfully, wantonly, wickedly and maliciously did conspire, combine, and confederate and agree together to hinder interrupt and stop the defendants' said business and deprive them of the profits thereof and subject them to the inconvenience embarrassment and losses occasioned by its interruption and then and there in persuance of said unlawful wicked and malicious conspiracy, combination confederacy and agreement between the plaintiff and others mentioned in the defendants' said writ, they did at said Enfield on said 24th day of July A D 1833, being

themselves weavers in the defendants' employ, unlawfully abandon the defendants' employ, and falsely and deceitfully persuade and induce all the said ingrain carpet weavers in the defendants' employ to abandon and quit said employment and to refuse to work, and wrongfully and injuriously, by threats and falsehoods induce a great number of ingrain carpet weavers, to-wit seventy to abandon the defendants' said business, and did unlawfully, maliciously and injuriously intimidate dissuade hinder and prevent other carpet weavers from engaging in the defendants' business although then and there ready and willing to do so—by reason of which doings of the plaintiff, and others mentioned in the defendants' said writ, the defendants claimed that their said business was hindered interrupted entirely stopped and they the defendants entirely deprived of all the profits and advantages thereof and of all use of their said real and personal estate and of the labor and services of their said workmen, and were subjected to great damage and loss demanding as damages therefor the sum of fifteen thousand dollars—and the defendants contriving and intending as aforesaid and without having any reasonable or probable cause of action whatever against the plaintiff falsely and maliciously caused the plaintiff to be arrested by his body in virtue of said writ of attachment and to be thereupon imprisoned and kept in prison a long time to-wit for the space of twenty days then next following during which time the plaintiff was wholly unable to procure bail for his appearance before said Court to answer to the defendants according to the exigency of their said writ; whereas in truth the defendants at the time of praying out said writ and of the said arrest and imprisonment had not any reason-

able or probable cause of action against the Plaintiff for which by law he ought to have been arrested and imprisoned as aforesaid – and the plaintiff says that afterwards at the time of the session of said Court to which said writ was made returnable the defendants did not appear to pursue their said action, and although said writ was duly returned to the Clerk of said Court, by the officer serving the same, the defendants neglecting to appear as aforesaid no other or further proceedings were had in said writ but the same was by the defendants wholly abandoned and given up, and thus was ended and determined in the plaintiff's favor. By means of which said several premises, the Plaintiff not only suffered great pain of mind and body during said imprisonment, but was injured in his credit prevented from transacting his necessary and lawful business and compelled to expend large sums of money in the employment and payment of counsel in said writ and in endeavoring to procure bail and in obtaining his release from said imprisonment to-wit five hundred dollars

And the Plaintiff further says that the defendants are an incorporated company, incorporated by an act of the General Assembly of this State, passed at the session thereof begun and held as aforesaid, by the name, with the powers and for the purposes aforesaid – and said company was duly organized and commenced the business of manufacturing carpets at said Enfield according to the provisions of said act of incorporation, and so continued organized and manufacturing carpets and transacting their said business up to, on, and ever since the 9th day of August, A D 1833 – and the plaintiff says that the defendants on said 9th day of August A D 1833 not having any reasonable or probable cause

of action whatever against the plaintiff, but wrongfully and unjustly contriving and intending to injure oppress and imprison the plaintiff, falsely and maliciously procured and obtained from Isaac Toucey Esq Justice of the Peace within and for the County of Hartford, a certain other writ of attachment at the suit of the defendants against the Plaintiff and others to-wit Edmond Gorman Wallace Bailey and Thomas Norton directed to the Sheriff of Hartford County his Deputy or either Constable of the town of Enfield in said county commanding them to attach the estate of the plaintiff and others mentioned in said writ as aforesaid to the value of fifteen thousand dollars and for want thereof to attach his and their bodies and them have to appear before the County Court to be holden at Hartford within and for the County of Hartford on the second Tuesday of November AD 1833, then and there to answer unto the defendants in an action on the case in which the defendants alledged and set forth among other things, the several matters and claims as recited in the first Count aforesaid, and demanded as damages therefor the sum of fifteen thousand dollars, and the Plaintiff says that said damages so demanded in the defendants' said writ were unjust illegal and excessive – and that the defendants unlawfully wantonly wickedly and maliciously contriving and intending to injure oppress and imprison him and without having any reasonable or probable cause of action whatever against the plaintiff, did falsely maliciously and unlawfully demand in their said writ of attachment the said unjust illegal and excessive damages, to-wit, the sum of fifteen thousand dollars with the wicked malicious and sole intent of unlawfully and falsely imprisoning the plaintiff and of preventing him the plaintiff from pro-

curing and of deterring anyone from becoming bail for his the plaintiff's appearance before said court to answer to the defendants as aforesaid—and the defendants contriving and intending as aforesaid did falsely maliciously and wickedly cause the plaintiff to be arrested by his body in virtue of said writ of attachment and to be thereupon imprisoned for a long time, to-wit, for a space of twenty days during which time the plaintiff by reason of said unjust, illegal and excessive damages to-wit the sum of fifteen thousand dollars so as aforesaid falsely maliciously and unlawfully demanded by the defendants in their said writ of attachment, was wholly unable to procure bail, for his appearance before said court to answer to the defendants according to the exigency of their said writ, but remained in imprisonment a long space of time to-wit twenty days and until the defendants of their own will discharged him therefrom—whereas in truth the defendants at the time of praying out said writ and of the said arrest and imprisonment had not any reasonable or probable cause of action against the plaintiff, for which by law he ought to have been arrested and imprisoned as aforesaid—and the Plaintiff says that afterwards at the time of the session of said court to which said writ was made returnable, the defendants did not appear to pursue their said action, and although said writ was by the officer serving the same duly returned to the Clerk of said Court, the defendants neglecting to appear as aforesaid, no other or further proceedings were had in said writ but the same was by the defendants wholly abandoned and given up and thus was ended and determined in the Plaintiff's favour By reason of which several premises the plaintiff not only suffered great pain of mind

and body during said arrest and imprisonment was greatly injured in his credit prevented from transacting his lawful business, and compelled to expend large sums of money in obtaining his release from imprisonment, in endeavoring to procure bail and in the employment and payment of counsel to-wit five hundred dollars – and the Plaintiff further declares and says that the defendants are an incorporated company incorporated by the General Assembly of the State, at the time, by the name, with the powers, and for the purposes aforesaid – and said company was duly organized and commenced the business of manufacturing carpets at said Enfield according to the provisions of their said act of incorporation – and so continued organized and manufacturing carpets and transacting their said business up to, on, and ever since the 9th day of August A.D. 1833 – and the Plaintiff says that he then was and for a long time before had been well skilled in the art trade and mystery of ingrain carpet weaving – and had before that time been employed by the defendants as an ingrain carpet weaver in their said manufacturing establishment at the usual and customary rates and prices for weaving ingrain carpets to-wit, at the rate of fifteen cents or more for weaving each yard – and that the defendants on said 9th day of August A.D. 1833, not having any reasonable or probable cause of action whatever against the Plaintiff, but wrongfully and unjustly contriving and intending to injure oppress and imprison the Plaintiff, thereby to intimidate and to enforce him against his will and interest to engage in the defendants' service as an ingrain carpet weaver in their said carpet manufacturing establishment, for wages lower than the usual and accustomed rates and prices of weaving ingrain carpets, and at which he

and others had been accustomed to work for the defendants, to-wit, for twelve and a half cents for weaving each yard of all kinds of ingrain carpets, they the defendants did falsely and maliciously procure from Isaac Toucey Esquire Justice of the Peace within and for the County of Hartford a certain other writ of attachment at the suit of the defendants against the plaintiff and others to-wit Edmond Gorman Wallace Bailey and Thomas Norton directed to the Sheriff of Hartford County his Deputy or either constable of the town of Enfield in said County commanding them to attach the estate of the Plaintiff and others mentioned in said writ to the value of fifteen thousand dollars and for want thereof to attach his and their bodies and them have to appear before the County Court to be holden at Hartford within and for the County of Hartford on the second Tuesday of November AD 1833 then and there to answer unto the Defendants in an action on the case in which the defendants alledged and set forth among other things the several matters and claims as herein before recited in the first count of the Plaintiff's declaration and demanded as damages therefor the sum of fifteen thousand dollars, and the plaintiff says that said damages so demanded were unjust illegal and excessive, and that the defendants, not having any reasonable or probable cause of action whatever against the plaintiff but unlawfully wantonly wickedly and maliciously contriving and intending to injure oppress and imprison the plaintiff, thereby to intimidate him and enforce him against his will and interest to engage in the defendants' service as an ingrain carpet weaver in their said carpet manufacturing establishment for wages lower than the usual and accustomed rate and prices of weaving ingrain carpets and at which the plaintiff and others had been

wont and accustomed to work for the defendants, to-wit at the rate of twelve and a half cents for weaving each yard of ingrain carpeting, did falsely maliciously and unlawfully demand in their said writ of attachment the said unjust illegal and excessive damages, to-wit the sum of fifteen thousand dollars with the sole wicked and malicious intent of unlawfully and falsely imprisoning the plaintiff and of preventing him from procuring and of deterring anyone from becoming bail for his the plaintiff's appearance before said court, thereby to intimidate him and to enforce him against his will and interest to engage in the service of the defendants as an ingrain carpet weaver in their said carpet manufacturing establishment, for wages lower than the usual and accustomed rate and prices of weaving ingrain carpets and at which he and others had been wont and accustomed to work for the defendants, to-wit at the rate of twelve and a half cents for weaving each yard of ingrain carpeting—and the defendants contriving and intending as aforesaid did falsely, wickedly and maliciously cause the plaintiff to be arrested by his body by virtue of said writ of attachment and to be therefor imprisoned for a long time to-wit for the space of twenty days during which time the plaintiff by reason of said unjust illegal and excessive damages, to-wit, the sum of fifteen thousand dollars so as aforesaid falsely maliciously and unlawfully demanded by the defendants in their said writ of attachment was wholly unable to procure bail for his appearance before said Court to answer to the defendants according to the exigency of their said writ but remained in imprisonment a long space of time to-wit twenty days—whereas in truth the defendants at the time of praying out said writ and of the said arrest and imprisonment had not any reasonable or probable

cause of action whatever against the plaintiff for which by law he ought to have been arrested and imprisoned as aforesaid – and the plaintiff says that afterwards at the time of the session of said court to which said writ was made returnable the defendants did not appear to pursue their said action and although said writ was by the officer serving the same duly returned to the Clerk of said Court, the defendants neglecting to appear as aforesaid no other or further proceedings were had in said suit, but the same was by the defendants wholly abandoned and given up and thus was ended and determined in the plaintiff's favour – By reason of which several premises, the plaintiff not only suffered great pain of body and mind during said arrest and imprisonment but was greatly injured in his credit prevented from transacting his lawful business and compelled to expend large sums of money in obtaining his release from imprisonment in endeavoring to procure bail and in the employment and payment of counsel to-wit the sum of five hundred dollars – to the damage of the Plaintiff the sum of five thousand dollars to recover which with just and legal costs this writ is brought

Hereof fail not but of this writ with your doings thereon legal service and return make

Dated at Hartford this 21st day of October A D 1834

Samuel H. Huntington recognized in the sum of fifty dollars to prosecute this suit –

CHARLES SHEPARD, Justice of Peace

